



Revision Date: October 2010

PALMER DePAULIS
Executive Director
Utah Department of Human Services

GARY R. HERBERT
Governor

JENNIFER C. EVANS
Director
Office of Fiscal Operations

Log No. _____
DHS Procurement No. **90540**

Contract No. _____

DHS CONTRACT FOR DCFS FOR INDIVIDUAL RESIDENTIAL TREATMENT SERVICES

CONTRACTING PARTIES: This Contract is between the Utah Department of Human Services, which includes the Division of Child and Family Services (referred to in this Contract as "DHS" or "DHS/DCFS");

AND

Name: _____
Address: _____
(Insert Contractor's name, then legal status and "referred to in this Contract as the Contractor")." Address, city, state

- | | | |
|---|--|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Professional Corporation (P.C.) | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> For-Profit Corporation | <input type="checkbox"/> Non-Profit Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Charitable Foundation | Limited Liability Company (LLC): | <input type="checkbox"/> Other Type: _____ |
| | <input type="checkbox"/> LLC/Sole Proprietor, | |
| | or | |
| | <input type="checkbox"/> LLC/Partnership | |

NOTICES AND DOCUMENTS SHALL BE SUBMITTED TO:

	CONTRACTOR	DHS
Name		Merry Reed
Title		Contract Administrator
Telephone		(801) 538-4416
Email		mereed@utah.gov
Address		195 North 1950 West, SLC, UT 84116

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☐ **ATTACHMENT ____: Self-Insurance Approval** (*statement from the DHS Deputy Director*)

PALMER DePAULIS
Executive Director

GARY R. HERBERT
Governor

JENNIFER C. EVANS
Director
Office of Fiscal Operations

Utah Department of Human Services

PART I: GENERAL PROVISIONS

SECTION A: CONTRACT DESCRIPTION AND SPECIFICATIONS

1. **PURPOSE AND SCOPE OF CONTRACT:** To provide individual residential treatment services in conjunction with outpatient mental health services for clients in the custody of DHS or DHS/DCFS.

The Contractor shall use the funds paid by DHS pursuant to this Contract only for the purposes specified in this Contract. The Contractor represents that it has the capacity to fully comply with all requirements of this Contract.

2. **DHS DISCRETION ABOUT CLIENT PLACEMENTS:** DHS makes no express or implied guarantee or representation that it will place any clients or maintain any client placements with the Contractor.

3. **CONTRACT PERIOD AND RENEWAL PROVISIONS:**

- a. **Contract Period:** This Contract is effective for a period of **up to three** years, commencing on _____ (*insert date*) and terminating no later than **June 30, 2013**, unless terminated sooner in accordance with the terms and conditions of this Contract.

- b. **Contract Renewal:** There are no renewal provisions in this Contract.

4. **TYPE OF CONTRACTOR:** The Contractor is a "**Service Provider.**" A service provider is a private or government entity that receives funds from DHS for services provided to clients of DHS.

5. **COMPLIANCE WITH PROCUREMENT REQUIREMENTS:** This Contract is entered into as the result of DHS Procurement # **90540**.

6. **DOCUMENTS INCORPORATED BY REFERENCE:**

- a. All documents identified in this Contract.
- b. All statutes, regulations, and federal policies that apply to this Contract.
- c. The DHS Procurement identified above as well as all terms and requirements of that Procurement.
- d. The Contractor's Response to the DHS Procurement identified above as well as all documents attached to the Contractor's Response.

7. **ORDER OF INTERPRETATION:** In the event of any conflict between this Contract and other documents, the conflict shall be resolved in the following order:

- a. Contract and signed amendments.

- b. The DHS Procurement identified above as well as all terms and requirements of that Procurement.
- c. Attachments to this Contract.
- d. The Contractor's Response to the DHS Procurement identified above as well as all documents attached to the Contractor's Response.

SECTION B: CONTRACTOR'S LEGAL STATUS, INDEMNIFICATION, AND BUSINESS CONTINUITY RESPONSIBILITIES

1. **CONTRACTOR IS AN INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor, and has no authorization, express or implied, to bind DHS or any state agency to any agreements, settlements, or liability. Nothing in this Contract shall be construed to limit the Contractor's authority to bind itself to agreements, settlements or liability, as long as such agreements, settlements or liability affect only itself and not DHS. The Contractor is not authorized to act as an agent for DHS, except as expressly provided in this Contract. Persons employed by DHS and acting under direction of DHS shall not be deemed to be employees or agents of the Contractor. Persons employed by the Contractor and acting under the direction of the Contractor shall not be deemed to be employees or agents of DHS except as expressly provided in this Contract. As an independent contractor, the Contractor is responsible for its own operations and for providing the office space, supplies, equipment, tools, and other supports necessary to provide the services covered by this Contract unless specifically stated otherwise in the Contract. The funding paid to the Contractor pursuant to this Contract shall be Contractor's total funding from DHS for the services provided pursuant to this Contract. The Contractor is responsible for the payment of any and all tax liabilities incurred as a result of the funding received.
2. **CONTRACTOR MUST PROVIDE INSURANCE AND INDEMNIFICATION:**
 - a. **Required Insurance.** The Contractor shall maintain adequate protection against liability as specified in this Contract. Specifically, unless DHS' Deputy Director for Support Services gives prior written consent to a different arrangement, the Contractor shall maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, **if** the Contractor provides documentation verifying the insurance company providing the Contractor's insurance **is reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

Each of the Contractor's insurance policies shall include an endorsement that names the State of Utah, DHS, DHS/DCFS and their officers, and employees as additional insureds, and the policy shall provide the State of Utah, DHS, DHS/DCFS and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor's acts or omissions in connection with this Contract. The Contractor is not required, however, to obtain an "additional insured" endorsement for any Workers' Compensation insurance policy (*See* subsections (2)(c)(1)(c), (2)(c)(3) and (2)(d) of this provision ("Contractor Must Provide Insurance and Indemnification."))

- b. **Deductibles and Similar Costs.** The Contractor shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs. The deductibles, self-insured retentions, self-insurance costs, *and similar items* for the insurance policies required by this Contract may not exceed \$10,000.00, unless the Contractor obtains prior **written** approval of the deductibles, self-insured retentions, self-insurance costs, *and similar items* (and the corresponding policy) from the DHS Deputy Director for Support Services or the Deputy Director's designee who may withhold approval for any reason whatsoever.
- c. **Types of Liability Protection the Contractor Must Provide:**
 - (1) **Private Contractor—Commercial Insurance Required:** If the Contractor is not a government entity of the State of Utah, the Contractor shall maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the Contractor has already satisfied the requirements of the "self-insurance" provision (subsection (2)(c)(2)) below:
 - (a) *General Liability Insurance:* The Contractor shall maintain policies of general liability insurance that at a minimum shall cover the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the Contractor. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If the Contractor is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five (5) years beyond the date that this Contract is terminated.
 - (b) *Automobile Insurance:* If the Contractor's services involve transporting any clients or goods for DHS/DCFS, the Contractor shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the Contractor (including owned, hired and non-owned vehicles). The policy shall provide for a combined single limit, or the equivalent, of not

less than \$1,000,000. If the Contractor subcontracts with another entity or individual for transportation services, or services that include transportation services, the Contractor may satisfy this insurance requirement by submitting proof that the subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract. If the Contractor provides individual residential care services by contracting with individual residential care homes, not only must the Contractor maintain a policy of automobile liability insurance as indicated above, but each of the Contractor's individual residential care homes must also maintain a policy of automobile liability insurance. The policy of automobile liability insurance required of individual residential care homes must cover property damage, personal injury protection and liability with a combined single limit or the equivalent of not less than \$100,000 per person and \$300,000 for each accident/occurrence occurring during the course of their duties as an individual residential care home. **As used in this provision, the term "individual residential care" refers to twenty-four hour family-based care for one or more clients in foster/proctor care, a host home, or a professional parent setting.**

- (c) *Professional Liability Insurance:* If the Contractor employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Contract, the Contractor shall maintain a policy of professional liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Contract. If the professional liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to three (3) years beyond the date that this Contract is terminated.

- (2) **Private Contractor—No Commercial Insurance Required, But Self-Insurance, Indemnification and Prior DHS Approval Required:** If the Contractor claims that it is self-insured, the Contractor shall provide DHS with adequate evidence that the Contractor is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DHS with liability protection at least as adequate and extensive as the insurance otherwise required under this Contract for non-government entities. Specifically, the Contractor must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general-liability insurance, automobile insurance and professional liability insurance. Before executing this Contract, the Contractor shall obtain from the DHS Deputy Director for Support Services or the Deputy Director's designee a written statement indicating that DHS has determined, based on the Contractor's

financial evidence and representations, that the Contractor's self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract, and the Contractor is therefore not required to obtain additional commercial liability insurance naming DHS as an insured party. If it sees fit, DHS may include in this statement any additional conditions designed to ensure that the Contractor's self-insurance arrangements are comparable to the insurance required of other non-government contractors. A copy of the Deputy Director's or the designee's statement is attached to this Contract, and is a material provision of this Contract. Nothing in this provision shall be construed to require DHS to consent to any self-insurance arrangements, and DHS may withhold its approval for any reason whatsoever.

- (3) **Doctors, Dentists, Mental Health Therapists and Other Professionals:** If the Contractor is a doctor, dentist, social worker, mental health therapist or other professional who provides services directly to clients, the Contractor shall obtain from a commercial insurer and maintain at its sole expense a policy of general liability insurance and a policy of professional liability insurance ("malpractice insurance") during the term of this Contract. The policy shall provide for a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If the insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to three (3) years beyond the date that this Contract is terminated.
- (4) **Government Contractors and the Utah Governmental Immunity Act:** If the Contractor is a government entity under the Utah Governmental Immunity Act (Title 63G, Chapter 7 of the Utah Code), the parties agree that consistent with the terms of the Governmental Immunity Act, each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
- d. **All Contractors--Workers' Compensation:** The Contractor shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code) which requires employers to provide workers' compensation coverage for their employees.
- e. **Indemnification.** Regardless of the type of insurance required by this section, the Contractor (and where applicable, the subcontractor) shall provide the following indemnification:
 - (1) **Indemnification by Non-Government Contractor:** If the Contractor is not a government entity of the State of Utah, the Contractor agrees to and shall defend, hold harmless and indemnify the State of Utah, DHS, DHS/DCFS and their officers and employees from and against any loss, damages, injury, liability, suits, claim and proceedings arising out of the performance of this Contract or which are caused in whole or in part by the acts, failure to act, or

negligence of the Contractor's officers, agents, volunteers, or employees, except where the claim arises out of the sole negligence of DHS.

- (2) **Indemnification by Government Contractor:** If the Contractor is a government entity of the State of Utah, there is no indemnification and the Contractor and DHS shall each be responsible for their own actions and defense of any claims or suits. This Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled.
 - (3) **Definition of the Term "Claim":** Regardless of the type of Contractor, the term "claim" in these "Indemnification" provisions includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.
 - (4) **Defense of Suits Brought Upon Claims:** The Contractor shall defend all suits brought upon such claims and shall pay all incidental costs and expenses including attorney's fees, but DHS shall have the option to participate in the defense of any such suit in which DHS perceives that its interests are not being protected by the Contractor or where the Contractor believes, asserts, or claims that the claim arises out of the sole negligence of DHS. In the latter situation, the Contractor shall notify DHS within 90 days of receiving notice of the claim against it that the Contractor believes, asserts or claims that the claim arises out of the sole negligence of DHS. In the event the Contractor fails to notify DHS within this timeframe, the Contractor shall defend and indemnify DHS even if the claim arises out of the sole negligence of DHS. The participation in the defense of a claim by DHS does not relieve the Contractor of any obligation under this Contract. However, if DHS elects to retain independent counsel, DHS shall pay the attorney's fees and costs associated with such counsel except where DHS retains independent counsel due to a claim by the Contractor that the claim arises out of the sole negligence of DHS. In such a situation, if a finding is later made that the claim did not arise out of the sole negligence of DHS, Contractor shall reimburse DHS for all costs including attorney's fees incurred by DHS.
 - (5) **No Subrogation or Contribution:** The Contractor understands that it has no right of subrogation or contribution from the State, DHS or DHS/DCFS for any judgment rendered against the Contractor.
- f. **Insurance Required of Subcontractors.** Subcontractors shall satisfy the insurance and indemnification requirements applicable to them. (*See* definition of "subcontractor" in Part I, Section E, Paragraph 1 of this Contract.) For example, if the Contractor is a government entity and the subcontractor is a private entity, the Contractor shall comply with the insurance and indemnification provisions applicable to government entities,

and the subcontractor shall comply with the insurance and indemnification provisions applicable to non-government entities.

- g. **Certificate of Insurance, "Additional Insured" Endorsement and Evidence of Continued Coverage.** Before signing this Contract, a non-government contractor or subcontractor shall obtain from its insurer(s) and shall provide to DHS/DCFS certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DHS/DCFS thirty (30) days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DHS/DCFS, a non-government contractor or subcontractor shall provide DHS/DCFS with evidence that the Contractor or subcontractor has the insurance coverage required by this Contract. Government entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.

- 3. **EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN:** The Contractor shall use qualified personnel to perform all services in conformity with the requirements of this Contract and generally recognized standards. **The Contractor's performance shall not be excused by force majeure.** The Contractor shall identify the critical functions or processes of its business operations essential for providing the services required in this Contract. The Contractor shall also develop an emergency management and business continuity plan ("plan") that will allow the Contractor to continue to operate those critical functions or processes during or following short-term or long-term emergencies, periods of declared pandemic, or other disruptions of normal business. The plan shall address at least the following areas as they pertain to the services Contractor is providing:

- a. Evacuation procedures;
- b. Temporary or alternate living arrangements, including arrangements for isolation or quarantine;
- c. Maintenance, inspection, and replenishment of vital supplies, including food, water, clothing, first aid supplies, and other medical necessities, including client medications, and the supplies necessary for infection control or protection from hazardous materials, etc.;
- d. Communications (with Contractor staff, appropriate government agencies, and clients' families);
- e. Transportation;
- f. Recovery and maintenance of client records; and
- g. Policies and procedures that:
 - (1) ensure maintenance of required staffing ratios;

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- (2) address both leave for, and the recall of, Contractor's employees unable to work for extended periods due to illness during periods of declared pandemic; and
- (3) ensure the timely discharge of the Contractor's financial obligations, including payroll.

In addition, the Contractor represents that it provides at least annual training for its staff on its plan and it acknowledges that DHS may rely upon this and the other representations of the Contractor in this paragraph.

The Contractor shall provide DHS/DCFS with a copy of its plan upon execution of this Contract. The Contractor shall evaluate its plan at least annually. Any modifications to the Contractor's plan shall be provided to DHS/DCFS within 15 days of the time the modifications are made.

SECTION C: CONTRACTOR'S COMPLIANCE WITH APPLICABLE LAWS

1. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with all applicable laws. The term "applicable laws" refers to all federal and state statutes, regulations, and executive orders that apply to the Contractor's activities or that impose restrictions on the Contractor's use of federal or state funding or grants. It is the Contractor's responsibility to obtain legal advice about the laws governing its activities.
2. **CERTIFICATION OF NON-DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any governmental entity. If the Contractor cannot so certify, the Contractor shall submit a written explanation and must obtain *prior* written approval for this Contract from the DHS Deputy Director for Support Services. Failure to obtain such prior written approval shall be considered a material breach of this Contract.
3. **DEFICIT REDUCTION ACT - MEDICAID FRAUD AND ABUSE:** The Contractor shall meet requirements for *Medicaid-specific Federal Assurances*, Section 6032 of the Deficit Reduction Act of 2005 (Employee Education About False Claims Recovery). The Contractor shall educate its employees, agents, and subcontractors about:
 - a. The False Claims Act, 31 United States Code §§3729–3733;
 - b. Administrative Remedies For False Claims and Statements, 31 United States Code §§3801–3812;
 - c. The Utah False Claims Act, Utah Code § 26-20-1, et seq.;
 - d. The Utah Protection of Public Employees Act, Utah Code § 67-21-1, et seq.;
 - e. Policies and procedures for detecting and preventing fraud, waste, and abuse;
 - f. How to report suspected fraud, waste and abuse of Medicaid funds;

- g. The whistleblower protections afforded employees that report suspected fraud, waste, and abuse of Medicaid funds in good faith; and
- h. The penalties for filing false or fraudulent claims for Medicaid payment.

If the Contractor maintains an employee handbook, the Contractor shall include the information described above, and its policies and procedures for detecting and preventing Medicaid fraud, waste, and abuse, in its employee handbook.

Additional information is available on the DHS website.

4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multi-Step Process.

a. **Status Verification System**

- (1) Each Contractor and each person signing on behalf of any Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
- (2) The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- (3) The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
- (4) Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

b. **Indemnity Clause for Status Verification System**

- (1) Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State

may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

- (2) Notwithstanding paragraph (1) above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

5. **HUMAN SUBJECTS RESEARCH:** The Contractor may not conduct any research involving human subjects or their private data if the subjects are employees of DHS or individuals receiving services (whether direct or contracted) from DHS or individuals receiving services funded by DHS, unless the Contractor has obtained prior written approval from the DHS Institutional Review Board (IRB), and from any other federal or state agencies whose approval is required for research on human subjects. Before conducting such research, the Contractor shall fully comply with any requirements or conditions, including requirements relating to informed consent, imposed by such IRB committees or agencies.
6. **COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS:** The Contractor represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Contractor shall continue to comply with all such applicable standards, requirements and ordinances during the term of this Contract, and if the Contractor fails to do so, DHS may terminate this Contract immediately.
7. **COMPLIANCE WITH THE DHS PROVIDER CODE OF CONDUCT:** The Contractor shall comply with the DHS Provider Code of Conduct. The DHS Provider Code of Conduct may be found at the following web site:

http://www.hsofo.utah.gov/services_contract_info.htm

- a. The Contractor shall not permit any employee, volunteer or subcontractor to have contact with or access to a client that provides the person with the opportunity to have personal communication or touch until the following requirements are met:
 - (1) The Contractor has provided a current copy of the DHS Provider Code of Conduct to each employee, volunteer and subcontractor; and

- (2) The Contractor has obtained a signed and dated statement in which the employee, volunteer or subcontractor certifies that he or she has read and understands the DHS Provider Code of Conduct and will comply with it.
 - b. As used in this Paragraph 5, "volunteer" means a person who:
 - (1) donates services without pay or other compensation, except for expenses incurred (such as meals and travel costs); or
 - (2) is a board member, officer, or other person who is involved in the Contractor's decision-making process.
 - c. Annually, the Contractor shall obtain a copy of the current DHS Provider Code of Conduct poster. The Contractor shall prominently display the poster where visitors and clients can see it.
8. **RESTRICTIONS ON CONFLICTS OF INTEREST:** The Contractor shall not enter into any transaction that is improper or gives the appearance of being improper because of a conflict of interest.
- a. **Definitions**
 - (1) **"Business Entity"** is as defined in Utah Code § 67-16-3.
 - (2) **"Conflict of Interest"** means any situation where the Contractor has economic, social, political, familial, legal or other interests which interfere with, or have the potential to interfere with, the exercise of the Contractor's duties, responsibilities, or judgment in connection with this Contract, or which involve conflicting loyalties to the Contractor and to another interest. "Conflict of Interest" also includes any violation of the Ethics Act.
 - (3) **"Contractor"** includes all "representatives" of the Contractor.
 - (4) **"Disclosure Statement"** means a written statement provided to DHS by the Contractor about a Conflict of Interest. "Conflict of Interest Certification" and "Conflict of Interest – Disclosure Statement" forms are available from the DHS/DCFS Contract Representative.
 - (5) **"Ethics Act"** means the Utah Public Officers' and Employees' Ethics Act (Utah Code § 67-16-1 et.seq.).
 - (6) **"Related Party"** means:
 - (a) any person related to the Contractor's representative by blood or marriage; and
 - (b) all business associates of the Contractor:

- (i) who are partners, directors, or officers in the same business entity as the Contractor;
 - (ii) who have authority to make decisions or establish policies in the same business entity as the Contractor; or
 - (iii) who directly or indirectly own 10% or more in the same business entity as the Contractor.
- (7) **“Representative”** means any person or entity acting on behalf of the Contractor, and includes all employees, owners, partners, directors, officers, board members, subcontractors and agents, as well as any individuals with authority to establish policies or make decisions for the Contractor. “Volunteers” are not “representatives” and are not required to be included in the Contractor’s Disclosure Statement, unless they are board members or officers, or are substantially involved in the Contractor’s decision-making processes.
- (8) **“Volunteer”** means a person who donates services to the Contractor without compensation, except for expenses incurred (such as meals and travel costs).
- b. **Restrictions on Conflicts of Interest.** Transactions involving Conflicts of Interest are prohibited to the extent they are the result of undue influence, or have the potential to result in increased costs, decreased performance, the appearance of impropriety, or any other disadvantage to DHS. Conflicts of Interest can occur in one of three ways:
 - (1) **Dual Employment.** Conflicts of interest can occur when a Contractor’s representative is also employed by the State of Utah or by another of the Contractor’s representatives.
 - (2) **Related-Party Transactions.** Conflicts of interest occur when the Contractor makes payments to a related party using money obtained from DHS through this Contract. Conflicts of interest also occur when transactions, which affect the performance of this Contract, are made between the Contractor and a related party, whether or not payments are involved.
 - (3) **Independent Judgment Impaired.** Conflicts of interest occur when a Contractor’s representative participates in any transaction on the Contractor’s behalf and has a significant relationship or shared interest with another party to the transaction, which could affect a representative’s ability or willingness to exercise independent judgment, and which may affect the performance of this Contract. Independent judgment may also be impaired when the Contractor or the Contractor’s representative is involved in any administrative or legal action pending against the State, DHS, or any of their officers or employees.
- c. **Compliance with the Ethics Act.** The Contractor shall comply at all times with the applicable provisions of the Ethics Act.

- d. **Conflict of Interest Policies and Internal Review:** The Contractor shall train its representatives regarding:
- (1) the conflict of interest concept and the certification/disclosure requirements of this Contract; and
 - (2) the applicable provisions of the Ethics Act.

The Contractor shall implement a written policy that requires its representatives to immediately disclose in writing to the Contractor all existing, potential, and contemplated conflicts of interest as they arise, and to submit an updated disclosure statement annually thereafter. The Contractor shall maintain the disclosures in the representatives' personnel files. The Contractor shall also annually review any disclosures and its own operations to reasonably assure DHS that the Contractor avoids prohibited conflicts of interest.

e. **Disclosing Conflicts of Interest:**

- (1) **Requirements for *Governmental Entities*.** Before entering into this Contract or a subcontract related to this Contract, and annually thereafter, a governmental Contractor and any *governmental* subcontractors shall:
 - (a) submit to DHS a written certification that they maintain a written policy as required above, monitor for compliance with the conflict of interest provisions of this Contract, and reasonably assure DHS that representatives (including any non-governmental subcontractors) with a potential conflict of interest do not:
 - (i) make or influence decisions or set policies that affect this Contract;
 - (ii) monitor the performance of this Contract; or
 - (iii) become involved in or otherwise benefit from the performance of this Contract; and
 - (b) disclose to DHS any conflict of interest that relates to this Contract or the services provided pursuant to this Contract by submitting a Disclosure Statement in accordance with the requirements for non-governmental entities, and complying with the requirements regarding the continuing duty to disclose these conflicts of interest.
- (2) **Requirements for *Non-Governmental Entities*:** Before entering into this Contract, or a subcontract related to this Contract, a non-governmental Contractor shall submit a Disclosure Statement to DHS/DCFS in which it discloses any existing or potential conflicts of interest, including all information required by the Ethics Acts and this Contract.

- (a) **For Conflicts of Interest Involving Dual Employment**, the following information is required:
 - (i) the name of the representative engaged in dual employment;
 - (ii) the titles or positions held by the representative engaged in dual employment;
 - (iii) the representative's decision-making or monitoring authority with the employing entities, and how that representative's authority affects this Contract or any subcontract relating to this Contract; and
 - (iv) the measures taken to avoid potentially adverse effects resulting from the representative's dual employment.
 - (b) **For Conflicts of Interest involving Related-Party Transactions or Independent Judgment Impaired**, the following information is required:
 - (i) the name of the representative having the conflict of interest;
 - (ii) the name of the other party to the conflict of interest;
 - (iii) the relationship between the individuals identified in (i) and (ii) above;
 - (iv) the nature and value of the interest (if any) held by the representative in the other business entity;
 - (v) a description of the transaction to which the conflict of interest applies and the dollar amount involved (if any);
 - (vi) the decision-making or monitoring authority of the representative and the party identified in (ii) above, with respect to the applicable transaction or decision;
 - (vii) the potential effect of the conflict of interest on this Contract or any subcontract relating to this Contract; and
 - (viii) the measures taken by the Contractor to avoid potentially adverse effects resulting from the identified parties' relationship.
 - (c) If the Contractor has no conflicts of interest, the Contractor shall so indicate on the Disclosure Statement. By submitting a Disclosure Statement, the Contractor is certifying to DHS that it has checked its organization and has required its representatives to disclose their conflicts of interest, and that it has disclosed all known conflicts of interest to DHS.
- f. **Continuing Duty to Disclose Conflicts of Interest.** The Contractor and its subcontractors have a continuing duty to immediately process an updated Disclosure Statement. The Contractor shall require its subcontractors to provide an updated Disclosure Statement to the Contractor, if at any time during the term of this Contract, they contemplate any transaction involving a potential conflict of interest, or hire or affiliate with any individual with a potential conflict of interest, or discover any existing conflict of interest, and if that conflict of interest is one that must be disclosed pursuant to this Contract.

g. **Monitoring Compliance.**

DHS retains the right to do any of the following if DHS suspects or determines that a conflict of interest may exist:

- (1) Investigate any potential conflict of interest;
- (2) Require further information from the Contractor or the subcontractor;
- (3) Require specific remedial action; or
- (4) Disapprove identified transactions.

SECTION D: COMPLIANCE MONITORING AND RECORD KEEPING RESPONSIBILITIES

1. **MONITORING OF PERFORMANCE AND ACCESS TO RECORDS:** DHS shall have the right to monitor the Contractor's performance pursuant to this Contract. Monitoring of the Contractor's performance shall be at the discretion of DHS. Performance monitoring may include both announced and unannounced visits.

The Contractor shall allow independent, state and federal auditors or contract reviewers to have access to any records related to this Contract, including all financial records (such as accounting records and supporting documentation) for audit review and inspection.

2. **TRAINING FOR CONTRACTOR'S STAFF:** Contractor shall conduct all necessary training to ensure that its staff carries out its responsibilities pursuant to this Contract and that the staff is familiar with the requirements of this Contract and applicable laws.
3. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The Contractor shall comply with all record-keeping and reporting requirements of this Contract. The Contractor shall maintain or shall supervise the maintenance of all records necessary for the operation of the programs covered by this Contract, including records relating to screenings, assessments, the provision of services, administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.
4. **RETENTION OF RECORDS:** The Contractor shall retain all records related to this Contract for at least the following periods of time:
 - a. **Records Relating to Adult Clients:** The Contractor shall retain adult client records (including records that support Title XIX reimbursements) for at least six (6) years from the date of last service to the adult client.

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- b. **Records Relating to Child Clients:** The Contractor shall retain all records relating to clients under 18 years old (including records that support Title XIX reimbursements) for at least six (6) years from the date of last service to the child client, or until the child client reaches the age of twenty-two (22), whichever period is longest.
- c. **Administrative Records:** The Contractor shall retain all administrative records relating to this Contract (including records that support Title XIX reimbursements) for at least six (6) years after DHS makes the last payment on this Contract.
- d. **Discontinued Operations:** If the Contractor discontinues its programs or ceases to provide services pursuant to this Contract, the Contractor shall protect DHS access rights by implementing one of the following options:
 - (1) Transfer the client records to a successor agency or entity which has:
 - (a) entered into a contract with DHS/DCFS to provide such services formerly provided by the Contractor; and
 - (b) agreed to provide DHS with the same access to the records as required under the Contractor's contract with DHS/DCFS; or
 - (2) Deliver the client records to an office within the Contractor under an arrangement by which the Contractor authorizes DHS to have continuing immediate access to the records; or
 - (3) With the prior written consent of DHS/DCFS, which may be withheld for any reason, deliver the client records to DHS/DCFS.
 - (4) Alcohol and Drug Abuse Client Records - Discontinued Operations: If the Contractor is bound by the requirements of 42 C.F.R. Part 2 ("Confidentiality of Alcohol and Drug Abuse Patient Records") and discontinues its alcohol or drug abuse program or ceases to provide its services under this Contract, the Contractor shall comply with the following requirements before destroying the records of any clients served under this Contract:
 - (a) the Contractor shall notify DHS in writing at least 30 days before it discontinues its operations or ceases to provide its services;
 - (b) upon request from DHS, the Contractor shall give each of its alcohol and drug abuse clients a consent form which meets the requirements of 42 C.F.R. § 2.31, and which authorizes the Contractor to transfer its client records to DHS; and
 - (c) upon obtaining signed consent forms from clients, the Contractor shall deliver the consenting clients' records to DHS.
- e. **Method for Destruction of Client Records:** Client records which may be destroyed pursuant to this Contract shall be shredded or burned to protect client confidentiality. In

the case of electronic records, the Contractor shall use a technique of destroying the records that prevents unauthorized persons from reading or accessing the records.

5. **PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS:** The Contractor shall restrict access to client records in accordance with State and federal laws. The Contractor shall maintain all client records in locked rooms or cases or in password-protected electronic files. The Contractor shall not use or disclose any client information except as specifically provided by this Contract, as authorized by the client in writing, or as required by law. The Contractor's representatives shall have access only to those portions of the records directly related to their work assignments.
6. **ACCESS TO THE CONTRACTOR'S RECORDS:** The Contractor shall provide DHS with immediate access to all records relating to this Contract including any records produced or received by the Contractor in connection with this Contract.

SECTION E: SUBCONTRACTS, ASSIGNMENTS, AMENDMENTS, REMEDIES, AND TERMINATION AND DISPUTE RESOLUTION PROCEDURES

1. **SUBCONTRACTS:**
 - a. **Definition of "Subcontractor":** As used in this Contract, "subcontractor" means an individual or entity that has entered into an agreement with the Contractor to perform services for which that Contractor is responsible pursuant to the terms of this Contract. "Subcontractor" also refers to individuals or entities that have entered into agreements with any subcontractor **if** those individuals or entities perform any of the subcontractor's duties pursuant to this Contract.
 - b. **Subcontracting:** The Contractor may subcontract to provide the services specified in the Contract. However, Contractor must notify DHS/DCFS in writing of plans to enter into any subcontracts and must obtain written approval from the DHS/DCFS Director or designee prior to entering into any subcontracts.
 - c. **When Subcontracting Is Allowed:** If the Contractor is allowed to subcontract, the following provisions apply:
 - (1) **Duties of Subcontractors:** Regardless of whether a particular provision in this Contract mentions subcontractors, a subcontractor must comply with all provisions of this Contract. The Contractor retains full responsibility for contract compliance, whether the services are provided directly or by a subcontractor.
 - (2) **Provisions Required in Subcontracts:** If the Contractor enters into any subcontracts pursuant to this Contract, the Contractor shall include provisions in its subcontracts that require its subcontractors to comply with all provisions of this Contract.

2. **CONTRACT ASSIGNMENT:** The Contractor may not assign its benefits or obligations pursuant to this Contract to any other entity, without the prior written consent of both the DHS Deputy Director for Support Services and the DHS Purchasing Agent, which may be withheld for any reason.
- a. No contract assignment shall be effective until the following requirements have been met:
 - (1) The Contractor shall submit its request on the "Consent to Contract Assignment" form to DHS and shall attach all documentation from the assignee that was required by the original procurement, demonstrating that the proposed assignee meets all contract qualifications and has the capability to provide all contract services.
 - (2). DHS evaluates the above submission, and makes a determination as to whether the proposed assignee is qualified and capable of complying with all Contract requirements;
 - (3) The DHS Purchasing Agent determines in writing that assignment does not appear to violate procurement rules;
 - (4) A copy of the Assignment Agreement between the assignor and assignee that includes the assignee's acceptance of all terms and requirements of this Contract; and
 - (5) The DHS Deputy Director for Support Services approves the "Consent to Contract Assignment" form in writing.
 - b. Upon execution of the Assignment Agreement between the assignor and assignee and written approval of the "Consent to Contract Assignment" form:
 - (1) assignor shall have no further responsibilities or authority to perform under this Contract and shall make no claim for benefits arising from this Contract; and
 - (2) both documents shall be made a part of this Contract by attachment.

Notwithstanding any agreement between the assignor and assignee, DHS may hold the assignor and assignee jointly and severally responsible for all obligations, losses, damages, injuries, liabilities, suits, claims and proceedings arising out of the performance of this Contract.

3. **CONTRACT AMENDMENTS:** The parties may modify this Contract only by written amendment signed by the parties and approved by the DHS Bureau of Contract Management with the exception of Paragraphs a., b., and c. below. Any amendments shall be attached to the original signed copy of this Contract.
- a. **Legislatively Mandated Rate Changes:** If legislative action requires a change in the service rates or payments, DHS shall advise the Contractor of the change via written

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notice signed by an authorized representative of DHS. The notice shall identify the new rate or payment, and the effective date of the change. A notice issued pursuant to this paragraph shall constitute an amendment of the contract without the Contractor's signature.

- b. **Utah State Department of Health (DOH) Mandated Changes to Medicaid Rates:** If the DOH requires a change in the Medicaid rates, DHS shall advise the Contractor of the change via written notice signed by an authorized representative of DHS. The notice shall identify the services affected, the new rate for each service, and the effective date of the change. A notice issued pursuant to this paragraph shall constitute an amendment of the contract without the Contractor's signature.
- c. **Financial Reporting Requirements:** If federal, State or DHS financial reporting requirements change, DHS may advise the Contractor of the changes via written notice signed by an authorized representative of DHS. The notice shall specifically identify the new reporting requirement(s) and the effective date of the same. A notice issued pursuant to this paragraph shall constitute an amendment of the contract without the Contractor's signature.

4. **REMEDIES:** If DHS determines that the Contractor or a subcontractor has failed to comply with any of the provisions of this Contract, DHS may do any of the following:

- a. **Disallowance of Contractor Expenditures:** DHS may disallow the Contractor's and the subcontractor's expenditures and adjust its payments to the Contractor by deducting such disallowed expenditures.
- b. **Payment Withholding.** DHS may withhold funds from the Contractor for contract non-compliance, misuse of public funds, or failure to comply with state and federal law or policy. If an audit finding or judicial determination is made that the Contractor or its subcontractor misused public funds, DHS may also withhold funds otherwise allocated to the Contractor to cover the costs of any audits, attorneys' fees and other expenses. DHS shall give the Contractor prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. DHS shall inform the Contractor whether any amounts withheld may be released, and if so, the actions that the Contractor must take to bring about the release of any amounts withheld.
- c. **Overpayments.** If an independent CPA audit or DHS review determines that the payments made by DHS to the Contractor were incorrectly paid or were based on incorrect information from the Contractor, DHS may adjust or withhold the Contractor's payments for the remainder of the contract period or until DHS fully recoups the funds.
- d. **Repayments.** Upon written repayment notification by DHS/DCFS, any overpayments, disallowed expenditures, excess payments or questioned costs are immediately due and payable by the Contractor. In the alternative DHS shall have the right to withhold any or all subsequent payments under this Contract until DHS fully recoups these funds. In such cases, the Contractor shall not reduce the level of services required by the Contract.

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If the Contractor disputes the repayment notice, the Contractor has 30 days to respond to DHS/DCFS in writing. During this 30-day period, the Contractor may produce information or documentation disputing the repayment. The Contractor may also request an extension in writing, within the 30-day period. If granted, the extension shall not exceed an additional 30 days.

- e. **Corrective Action.** The Contractor shall comply with the terms of any corrective action plan required by DHS.
- f. **Administrative Review.** Prior to pursuing other legal remedies, the Contractor shall appeal any contract dispute with DHS by filing a written appeal with the DHS Deputy Director for Support Services within 30 days of the disputed DHS action or decision. The Contractor's written appeal shall identify the Contractor, the contract number, the disputed issue, pertinent contract provisions or legal authorities, and the contact person for the Contractor. The Contractor shall also provide a copy of its appeal to the Director of DHS/DCFS.

The DHS Deputy Director shall have sixty (60) days to issue DHS' written response to the Contractor's appeal. The Deputy Director may designate another DHS employee to review and respond to the Contractor's appeal.

- g. **Suspend Client Placements.** DHS may suspend client placements with the Contractor, if DHS determines that the Contractor is not in compliance with the terms of this Contract.
- h. **Legal Remedies.** The parties may avail themselves of all remedies allowed by state or federal law.

5. **CONTRACT TERMINATION:**

- a. **Right to Terminate Upon Notice.** Either party may terminate this Contract, with or without cause, in advance of the Contract's expiration date by giving the other party thirty (30) days written notice.
- b. **Immediate Termination.** If the Contractor's violation of this Contract creates or is likely to create a risk of harm to the clients served pursuant to this Contract, or if any other provision of this Contract allows DHS to terminate the Contract immediately for a violation of that provision, DHS may terminate this Contract immediately by notifying the Contractor in writing.
- c. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties will use their best efforts to provide for uninterrupted client services.
- d. **Payments after Termination.** Upon termination of this Contract, the parties shall use the financial and accounting arrangements in this Contract to process payments for any undisputed services that the Contractor rendered before termination. The Contractor shall have no claim for services not rendered. DHS shall not pay Contractor for any of

the Contractor's obligations or expenses that extend beyond the termination date. **This provision shall survive the termination of this Contract.**

- e. **Records Access after Termination.** The Contractor shall comply with the provisions of this Contract relating to the Contractor's record-keeping responsibilities and DHS access to records and shall ensure that the Contractor's staff properly maintains all records. **This provision shall survive the termination of this Contract.**

6. **ATTORNEYS' FEES AND COSTS:** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees.

7. **GRIEVANCE PROCEDURES FOR CLIENTS AND APPLICANTS:** The Contractor shall establish a grievance system for the clients and applicants of the programs covered by this Contract, and shall notify each client and applicant in writing that:

- a. Clients and applicants have the right to present the Contractor with their grievances including but not limited to:
 - (1) denial of services covered by this Contract;
 - (2) exclusion from a program pursuant to this Contract; or
 - (3) inadequacies or inequities in the programs and services provided pursuant to this Contract; and
- b. The Contractor shall establish and maintain a tracking system identifying the nature and outcome of each grievance.
- c. If the Contractor denies a grievance, or fails to respond to a grievance in a timely fashion, the client or applicant may contact the DHS/DCFS Director in writing. The DHS/DCFS Director or designee will attempt to resolve the grievance.

PART II: SCOPE OF WORK AND SPECIAL CONDITIONS

DESCRIPTION OF THE SERVICES OR SUPPORTS TO BE PROVIDED UNDER THIS CONTRACT.

SECTION I. INDIVIDUAL RESIDENTIAL TREATMENT SERVICES

A. BACKGROUND

Clients in the custody of the Department of Human Services (DHS), Division of Child and Family Services (DCFS) or Clients adopted from DHS/DCFS custody have been or were removed from their own homes because of neglect, abuse, serious parental inadequacy, or family problems. A limited number of DHS/DCFS clients have intellectual disabilities and related conditions or other significant physical disabilities and/or severe emotional or behavioral disorders that require design of an individual residential treatment program provided in a professional parent home or community living residential support setting to address the Client's severe needs. These Clients may also require mental health services and other specialized or supportive services to help them function appropriately in community settings and to safely transition back home or to another permanent living arrangement. Clients in State custody are in a unique situation of living outside their home environment, thus underlying grief, loss, and trauma issues may co-exist with the mental health diagnosis and should not be left unaddressed.

Services are provided under the direction of a licensed mental health therapist and are based on a psychiatric diagnostic interview examination to determine the medical, psychological, social behavioral and developmental needs of the Client. Under the supervision of a licensed mental health professional, highly trained staff shall provide an intensely structured environment, general guidance, supervision, behavior management, and other rehabilitation services designed to improve the Client's condition or prevent regression so that services of this intensity will no longer be needed. The program must be able to significantly increase or decrease the intensity of services and supervision for the Client, depending on the Client's needs, without change in the placement setting. This service is intended to provide maximum flexibility in developing the scope and intensity of services based on Client needs. Services should be provided in collaboration with the Client's family, the individual residential treatment services professional parents or direct care staff, and the Case Manager in such a way that promotes stability and long-term permanence for each Client. Both the Client's family and current individual residential treatment services professional parents or direct care staff need to be included in the Client's ongoing treatment to understand how to best address their current and future mental health needs.

B. DEFINITIONS

For the purpose of this Scope of Work, the following definitions apply:

- Applicant:**
An individual who has requested a background screening.

2. **Background Screening:**
The review of an applicant's criminal history and/or child/adult abuse, neglect, or exploitation history through one or more criminal, abuse, neglect, or exploitation databases for the purpose of determining whether the applicant may have contact with DHS Clients.
3. **Background Screening Clearance:**
 - a. For Contractors licensed through the Department of Human Services Office of Licensing (DHS/OL), DHS/OL has conducted an applicant's background screening and has cleared the applicant to work with DHS Clients.
 - b. For Contractors not licensed through the DHS/OL, DHS/DCFS has reviewed an applicant's background screening and has cleared the applicant to work with DHS Clients.
4. **Behavior Support Plan:**
A plan created by the Contractor to outline Client support strategies and Contractor support strategies to address Client needs identified in the Client Centered Plan.
5. **Case Manager:**
A DHS/DCFS employee with primary responsibility for a child in custody.
6. **Client:**
A child or youth in the custody of DHS or a DHS/DCFS.
7. **Client-Centered Plan:**
A plan created by the Contractor in consultation with the Case Manager, the Client (if capable) and Team.
8. **Client Identifying Information:**
Information identifying or leading to the identity of the Client or Client's family. Identifying information may be verbal or written communication, photographs or digital images and video clips, and data.
9. **Community Living Residential Support:**
A residential group setting to provide individualized treatment and support services for no more than three Clients with severe needs.
10. **Contract Monitor:**
Division staff that examines the Contract for compliance with all requirements and reviews submitted billings.
11. **Data Collection and/or Task Analysis Documentation:**
A document created by the Contractor used to track the progress or lack of progress of each Client.
12. **Day Support:**

Supervision and training in a structured programmatic setting outside of the Client's placement setting with a staff-to-Client ratio based on the individual Client's needs as determined by the IRTS worksheet.

13. Diagnostic Mental Health Services:

These are any medical procedure(s) recommended by a physician or other licensed mental health therapist within the scope of his or her practice under State law to enable him/her to identify the existence, nature, or extent of a mental health disorder in a Client. These services include:

- a. Psychiatric Diagnostic Interview Examination (Mental Health Assessment).
- b. Interactive Psychiatric Diagnostic Interview Examination for Children.
- c. Psychiatric Diagnostic Interview Examination by MD or APRN.
- d. Psychiatric Diagnostic Interview Examination by a Physician or APRN: Interactive for Children
- e. Mental Health Assessment by a Non-Mental Health Therapist.
- f. Psychological Testing.
- g. Neuropsychological Testing.
- h. Developmental Testing: Extended.
- i. Neurobehavioral Status Exam.

14. Direct Care Staff:

The Contractor's staff that provides supervision of a Client, or care directly to a Client; may include staff that provide educational, vocational, therapeutic, or treatment services; does not include support staff.

15. Direct Support Service:

Hourly support, supervision, training and assistance for Clients living in a professional parent or community living residential support setting

16. Division:

The Division of Child and Family Services (DHS/DCFS) and may be used interchangeably throughout this Contract.

17. Evidence-Based Practice:

A treatment modality based on research that has been replicated using the rigor of scientific methodology in which findings have demonstrated effective outcomes for the target population.

18. Evidence-Informed Practice:

A treatment modality integrating best available programs and strategies that have some quantitative data showing positive outcomes over a period of time, but do not have enough scientific research or replication to demonstrate effective outcomes for the target population.

19. Face-to-face:

The Client is present with the qualified provider in the setting in which the service is being provided.

20. **Individual Residential Treatment Services (IRTS):**
A 24 hour individualized residential program provided in a community living residential support or professional parent home setting for Clients with intellectual disabilities or related conditions or other significant physical disabilities and/or severe emotional or behavioral disorders requiring an individual residential program designed specifically to meet the Client's severe needs.
21. **Individual Residential Treatment Services (IRTS) Worksheet:**
A worksheet developed and provided by DHS/DCFS that is used to identify and authorize individualized services and rates for a Client based on the individual needs of the Client.
22. **Levels of Care Model:**
A model used by DHS/DCFS to evaluate the appropriate levels of care required for Clients who come into DHS/DCFS custody because of abuse, neglect, or dependency.
23. **Monthly Summary:**
A written summary by the Contractor documenting the Client's progress and activities related to the Client-Centered Plan, and including an attachment specifying the number of hours and dates of service for Direct Support provided during the month.
24. **Professional Parent:**
The direct care provider responsible for the care and supervision for a Client with severe needs in a family home setting under the authority and supervision of a licensed child placing foster care agency.
25. **Psychotropic Medication Plan:**
A plan created by the Contractor for each Client on psychotropic medications to include specific types of support strategies regarding usage, delivery and effects of psychotropic medications.
26. **Rehabilitative Mental Health Services:**
Any medical or remedial services recommended by a physician or other licensed mental health therapist, within the scope of his or her practice under State law, for maximum reduction of a Client's mental health disorder and restoration of a Client to his/her best possible functional level. Specific rehabilitative services include:
 - a. Family Psychotherapy with the Client Present.
 - b. Family Psychotherapy without the Client Present.
 - c. Individual Psychotherapy.
 - d. Interactive Individual Psychotherapy.
 - e. Group Psychotherapy.
 - f. Multiple – Family Group Psychotherapy.
 - g. Group Psychosocial Rehabilitative Services.
 - h. Intensive Group Skills Development Services, ages zero to 12.
 - i. Individual Skills Training and Development.
 - j. Pharmacological Management by a Prescriber (an MD or APRN).
 - k. Pharmacological Management by a Nurse.

27. **Respite Care:**
To allow respite for professional parents through the temporary placement, including overnight stays, of a Client in a professional parent home other than the professional parent home that is providing ongoing care for the Client with the intent that the Client will return to the original professional parent home.
28. **Social Networking Mediums:**
Are forums that include but are not limited to blogs, email, sites such as Facebook or Myspace, letters, and newsletters.
29. **Staff Instruction Sheet:**
A written document created by the Contractor outlining the Client's specific needs and activities to be used by the Direct Care Staff to identify the Client's daily routine and any changes to the routine based on the Client's current functioning level.
30. **Support Staff:**
The Contractor's staff, including but not limited to administrative staff, that do not directly supervise or provide direct services to Clients. Support staff are not included in the staff-to-client ratio.
31. **Team:**
A Child and Family Team for DHS/DCFS consists of individuals that participate in planning, providing, and monitoring supports and services for the Client and family, such as the Case Manager, service provider, Client, family members, professional parents, community specialists, friends, and other interested people.
32. **Team Meeting:**
A Child and Family Team Meeting for DHS/DCFS..
33. **Treatment Plan:**
A written, individualized plan that contains measurable treatment goals related to problems identified in the psychiatric diagnostic interview examination.

C. POPULATION TO BE SERVED

Clients in the custody of the Department of Human Services (DHS), Division of Child and Family Services (DCFS) or Clients adopted from DHS/DCFS custody have been or were removed from their own homes because of neglect, abuse, serious parental inadequacy, or family problems. A limited number of DCFS Clients have severe needs due to intellectual disabilities and related conditions or other significant physical disabilities and/or emotional or behavioral disorders that severely affect normal life functioning. Needs of these Clients can only be met through an individualized residential treatment program provided in a professional parent home or community living residential support setting designed specifically to address the Client's severe needs. These Clients may also require mental health services and other specialized or supportive services to help them function appropriately in community settings and to safely transition back home or to another permanent living arrangement.

1. Client behaviors include, but are not limited to, being aggressive or markedly withdrawn, socially isolated, present a risk of causing harm to self or others and/or have impaired reality testing, communication, cognition, or affect that severely effect normal life functioning.
2. Clients may have applied for and/or be waiting for approval for DSPD Medicaid waiver services.
3. Clients that do not qualify for DSPD Medicaid waiver services who have borderline intellectual functioning (generally with an Intelligence Quotient of 85 or lower) as well as other significant physical disabilities and/or severe emotional or behavioral disorders.
4. Clients may be stepping down from institutional care or hospitalization due to extreme behavioral or emotional disorders with or without accompanying disabilities.

D. REQUIREMENTS SPECIFIC TO THE DCFS LEVELS OF CARE PLACEMENT MODEL

The Child and Family Services Levels of Care Placement Model is the foundation for placement decisions for Clients in the custody of DHS/DCFS. This Contract addresses services under the model for Clients with severe needs requiring individual residential treatment services in either a professional parent home or community living residential support setting whose needs cannot appropriately be met by other treatment categories or levels under the model.

The Contractor shall comply with the following requirements pertaining to the Division placement model. Specifically, the Contractor shall also:

1. Work with populations of Clients with similar treatment and supervision needs so interventions can be focused on a particular set of skills.
2. Not mix Client populations by gender, primary treatment need category, or risk level except as described elsewhere in this document. Clients in DCFS custody shall not be placed with Clients in DJJS custody; however, DCFS and DSPD Clients may be placed together in settings where multiple Clients may reside.
3. Provide gender-responsive best practices when working with female Clients.
4. Implement evidence-based or evidence-informed practices and utilize a specific researched based curriculum for each category of need/target population served. The Contractor's clinical curriculum and daily behavior management shall follow its implemented evidence-based practice.
5. Base individualized treatment goals and interventions upon the Division and Contractor assessments of the Client.

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6. Provide a treatment program and wrap services that are individualized for each Client's needs to allow the Client to reach a level of functioning in a family setting that enables the Client to safely and appropriately function in community settings and return home or transition to another permanent living arrangement.
7. Not interpret average length of stay time frames described in Division placement models as expected minimums, maximums, or norms for every Client.
8. Not interpret mental health or wrap service guidelines described in Division placement models as expected minimums, maximums, or norms for every Client.
9. Ensure its treatment program addresses the Client's treatment needs addressing attitudes, behaviors, and skills development across all populations.
10. Provide or arrange for mental health services for each Client based on the Client's individual mental health needs as prescribed by a qualified mental health provider and with prior written approval of the Case Manager.
11. Ensure that throughout treatment, its treatment staff work with and coordinate with a Child's family with whom reunification, adoption or permanent guardianship is a goal, and the professional parents or direct care staff, unless it will negatively impact the Client.
12. Before the Contractor requesting approval to change a Client's placement, first attempt to stabilize the placement through adjusting treatment and wrap services based on the Client's variable needs.
13. Obtain written authorization from the Case Manager prior to providing services or increasing services for a Client.

The following Table identifies Client treatment levels and categories under the Levels of Care Model. This contract only serves severe-need Clients.

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TABLE 1
(Gray areas below are informational only.)

		TREATMENT FOCUS				
Assessment Process						
	Male Sex Offenders	Female Sex Offenders	Male or Female Mental Health	Male or Female Substance Dependent	Male or Female Behavioral	Male or Female Individual Residential Treatment for Severe Needs
↑ I N T E N S I T Y	High	DSF/ DSF-Y NOJOS Level 6 Staffing Ratio 1:4	DMF Staffing Ratio 1:4	DDE Staffing Ratio 1:6	DBF Staffing Ratio 1:4	DHX/DIS/GHX Community Living Residential Support with Individualized Staff to Client Ratio (Max 3 Clients) DHX/DIS Professional Parent for One Client
	Moderate With Awake Night Staff	DSE NOJOS 4 or 5 Staffing Ratio 1:6			DME Staffing Ratio 1:6	DBE Staffing Ratio 1:6
	Moderate Certified Teaching Family Model No Awake Night Staff	DSD NOJOS 4 or 5 Staffing Ratio 1:6	DMD Staffing Ratio 1:6	DDD Staffing Ratio 1:6	DBD Staffing Ratio 1:6	
↓	Low	DIB—One Client DPB—Up to three Clients NOJOS Levels 1, 2, or 3			DIB—One Client DPB—Up to three Clients NOJOS Levels 1, 2, or 3	

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			to three Clients	to three Clients
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DIB–One
Client

DPB–Up to three Clients	
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DAC – Transition to Adult Living (Not category specific)
PC2 – Level II Contracted Foster Care (For sibling of Client in DPB placement)
PC1 – Level I Contracted Foster Care (For sibling of Client in DPB placement)
BAB – Supplemental Payment for Baby of Client in Custody (For baby of Client in DPB placement)
Permanency (Reunification, Adoption, Guardianship, Other Successful Lifelong Connections)
Successful Termination

E. GENERAL REQUIREMENTS

The Contractor shall comply with the following requirements, in addition to the requirements for individual services the Contractor is providing pursuant to this Contract.

1. Contractor Requirements:

- a. The Contractor providing individual residential treatment services shall have a minimum of two years experience serving Department of Human Services, Division of Services for People with Disabilities (DHS/DSPD) Clients and shall also have experience providing mental health services to Clients served by the Division or individuals with needs similar to those of Clients served by the Division.
- b. The Contractor shall have a current client service contract with DHS/DSPD.
- c. The Contractor providing individual residential treatment services pursuant to this contract shall:

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- (1) Maintain a current license issued by the DHS/OL for outpatient treatment or residential treatment in order to provide mental health services to Clients,
- (2) Maintain a current license issued by the DHS/OL for residential support or residential treatment or shall maintain current DSPD certification for each community living support facility, if IRTS are provided in that setting.
- (3) DSPD Certification: The Contractor shall provide designated Division eligibility staff a copy of its current DSPD certification for each community living support facility not licensed by DHS/OL, including facility name, address, and start and end date the certification is in effect. The Contractor shall also provide a copy of background screening approval for direct care staff working in each facility. A copy of the certification shall be maintained in the Contractor's records.
- (4) Maintain a current license issued by the DHS/OL as a Child Placing Foster Agency authorized for Foster Care, if IRTS are provided in professional parent homes. In addition:
 - (a) Professional Parent Certificate: The Contractor shall provide designated Division eligibility staff a copy of the provider generated annual certificate documenting that each professional parent home meets all DHS/OL foster care license requirements and a copy of background screening approval for all adults in the home. The certificate shall include the name of the professional parents, address, and start and end date that the certificate is in effect. A copy of the certificate shall be maintained in the professional parent's family file. The Contractor shall also provide designated Division staff the date of birth and ethnicity for everyone living in the home that is over eighteen years of age.
 - (b) The Contractor shall conduct a quarterly written inspection of each professional parent home to ensure health and safety requirements are met. The Contractor shall prepare written performance plans and evaluations for each professional parent home, which includes documentation of quarterly inspection and shall maintain documentation in the Contractor's records.
- (5) The Contractor shall ensure that each mental health professional employed by or under contract with the Contractor that is providing diagnostic and/or rehabilitative mental health services maintains a current professional license from the Utah Division of Occupational and Professional Licensing (DOPL).

2. **Background Screening Requirements:**

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- a. If the Contractor is licensed through DHS/OL, the Contractor shall obtain written verification of background screening clearance from DHS/OL for all staff. In addition, if the Contractor is providing child-placing foster care services, everyone living in a home who is 18 years of age or older shall obtain a DHS/OL background screening clearance.
- b. If the Contractor is a sole practitioner and/or sole proprietor not licensed through DHS/OL, the Contractor shall obtain written verification of background screening clearance for themselves and any staff who are interacting with and/or providing services to DHS Clients from the DHS/DCFS Background Screening Coordinator. This process is outlined below.
 - (1) Applicants shall obtain the following background screenings as required. (Instructions shall be obtained from the Background Screening Coordinator.)
 - (a) All - A check of the Utah SAFE Management Information System (MIS) and the Utah Licensing Information System (LIS) through the Background Screening Coordinator.
 - (b) All - A criminal history screening through the Utah Department of Public Safety, Bureau of Criminal Identification or other law enforcement agency that performs this service.
 - (c) Applicants who have lived outside of the State of Utah at any time during the past five years - An FBI fingerprint based national criminal history record check from the Utah Department of Public Safety, Bureau of Criminal Identification or other law enforcement agency that performs this service.
 - (2) Applicants shall provide any authorizations and waivers necessary both to have the required background screenings performed and to have the results sent directly to the Background Screening Coordinator at the following address:

Utah Department of Human Services
Division of Child and Family Services
Attn: Background Screening Coordinator
195 N. 1950 W., Salt Lake City, UT 84116
 - (3) Applicants shall also provide any authorizations and waivers necessary to allow the Background Screening Coordinator to review and use the results of their background screenings for the purpose of determining whether they may be cleared to work with DHS Clients.
 - (4) The Background Screening Coordinator shall review each applicant's background screening documents and shall provide written verification to the Contractor of the applicant's clearance or failure to be cleared.

- c. Applicants who fail to clear a background screening shall not be allowed to work or otherwise interact with DHS Clients.
- d. The background screenings required pursuant to this Contract shall be:
 - (1) Requested within 30 days of initial hire for all new staff;
 - (2) Conducted annually thereafter within 12 months of the prior background screening clearance date; and
 - (3) Maintained in each applicant's personnel file.
- e. If the Contractor provides direct care in residential programs or day group skills support services, there shall be NO UNSUPERVISED CONTACT between staff and Clients prior to the Contractor's receipt of the staff's written background screening clearance.
- f. If the Contractor provides services through professional parents, intensive supervision - mentoring services, or any other services provided to the Client one-on-one, there shall be NO CONTACT between staff and Clients prior to the Contractor's receipt of the staff's written background screening clearance.
- g. If an individual fails to obtain an annual background screening clearance within twelve months of the prior clearance date, the individual shall have NO UNSUPERVISED CONTACT with Clients until written verification of a current background screening clearance is obtained.

3. Contractor Staffing Requirements:

a. Clinical Support/Oversight/Link to Treatment Services:

The Contractor shall employ or contract with one or more licensed mental health therapist(s) to provide clinical support, oversight, consultation, and training. Professional parents and/or direct care staff shall have clinical support and oversight:

- (1) Individuals who provide clinical support and oversight of the program shall be qualified as a licensed mental health clinician practicing within the scope of his or her licensure in accordance with Title 58, Utah Code Annotated (e.g., licensed clinical social worker, licensed professional counselor, licensed marriage and family therapist, or licensed psychologist).
- (2) Although not part of care and supervision, the Contractor shall employ or contract with qualified mental health practitioners to provide direct treatment services for Clients served by the program to improve the Clients' functioning and prevent regression.

b. Facility Manager:

The Contractor shall employ a facility manager for community living residential support facilities who shall be responsible for the day-to-day management and operation of the facility. At a minimum, the facility manager shall have a Bachelor's degree or equivalent combination of education and related experience.

c. Professional Parents:

The Contractor shall ensure that each professional parent home has professional parent(s) (an individual or legally married couple age twenty-one years and over) meeting all DHS/OL child foster care criteria specified in Utah Administrative Code R501.12.

d. Non-Clinical Direct Care Staff:

The Contractor shall employ a sufficient number of trained non-clinical direct care staff for community living residential support facilities and, as needed, to supplement care by professional parents to meet the individually-determined staff-to-Client ratio and assure 24-hour supervision of the Clients during the day and nighttime sleeping hours, including weekends, and school hours.

4. **Contractor Capacity:** The Contractor shall:

- a. Certify and oversee professional parent homes serving each Client in the program.
- b. Ensure each professional parent home provides the Client's direct care and supervision, and provides and/or coordinates Client services. The direct supervision provided by professional parents for a Client may vary based on the Client's needs as determined by the Client's licensed mental health therapist in conjunction with the Client's Case Manager. The type and intensity of supervision in or outside the home shall be determined by and agreed upon by Case Manager, the Contractor, and the Team as deemed appropriate for the Client's needs.

At a minimum the Contractor shall ensure each professional parent home meets the following:

- (1) No more than one Client in Division custody shall be placed in the professional parent home.
- (2) No more than one child in the home shall be unrelated to the professional parents, including the Client in Division custody.
- (3) Professional parent(s) shall be available to provide daily care and supervision for each Client placed in the professional parent home.

- (4) One professional parent shall be in the home at all times when the Client is in the home or other Contractor staff shall provide supervision, when approved by the Case Manager. A professional parent shall be available for immediate contact when the Client is temporarily away from the home; i.e., when in school, day treatment.
 - (5) Professional parent or other direct care staff shall be immediately available to respond to an emergency and on-site (but not necessarily awake) during nighttime sleeping hours.
 - (6) The professional parent home may not have any children under age 18 residing in the home if the Client residing in the home is an adjudicated sex offender.
 - (7) The professional parent home may have no more than six children under age 18 years residing in the home, including the Client and children of the professional parents.
 - (8) There may be no more than two infants under age two years or non-ambulatory children in the home, including infants/children of the professional parents.
- c. Ensure the professional parent home is not the same home as that of the Contractor, owner, administrator, program director, or clinical and/or treatment staff.
- d. Provide respite care services for the professional parent based upon the intensity of services required for the Client, recommendation of the mental health therapist providing clinical oversight, and as approved by the Case Manager and documented in writing in the professional parent section of the IRTS worksheet. The Contractor shall ensure respite care services for a Client are provided in the home of the professional parent or of another professional parent.
- In emergency situations where there is no respite care option in a professional parent home, a child may be placed for respite care in a community living residential support setting until an alternative respite arrangement can be made. In those emergency respite care situations, the Contractor shall contact the Case Manager and file an Incident Report.
- e. Ensure that each community living residential support facility:
- (1) Is staffed at the ratio individually determined for each Client, with no fewer than one direct care staff to three Clients (1:3) at all times.
 - (2) Has no more than three Clients placed in the facility'.

- (3) Adheres to the determination made by and agreed upon by the Case Manager, the Contractor, and the Team, as deemed appropriate for the Client's needs with regard to the type and intensity of supervision in or outside the home, including need for awake night staff, shall be determined by and agreed upon by Case Manager, the Contractor, and the Team, as deemed appropriate for the Client's needs.
 - f. With regard to staff-to-Client ratios, the Contractor shall ensure that:
 - (1) Support staff are not included in the ratio.
 - (2) Educational staff not employed by the program are not included in the ratio.
 - (3) At least one staff member of the same gender as Clients is working in the facility at all times.
 - g. When the Contractor or a Case Manager determines it is necessary based on an individual Client's need, the community living residential support facility shall have a private bedroom for the Client. The room must be monitored by an alarm system to ensure maximum Client safety.
- 5. **Staff Training Requirements:** The Contractor shall ensure that all of the following staff training requirements are met.
 - a. **All staff:** The Contractor shall ensure that all direct care and support staff and volunteers are trained and receive at a minimum **two hours** of training on the following topics within the first week of employment and prior to working with Clients:
 - (1) Orientation to requirements of the Division contract, including, but not limited to, the review of "Use of Client Identifying Information and Electronic Media";
 - (2) Review of the DHS Provider Code of Conduct, which is then signed and placed in the individual's personnel file; and
 - (3) The Contractor's emergency management and business continuity plan, includes but is not limited to, emergency response to natural or man-made disasters and evacuation procedures; incident reporting; when to call 911, a doctor or hospital; orientation to seizure disorders; and the Contractor's policy regarding Clients whose whereabouts are unknown.
 - b. **Non-clinical direct care staff and professional parents – First 30 days/six months of employment:** In addition to the above training for all staff, all non-clinical direct care staff and professional parents shall receive an additional 32 hours of training covering all of the subjects listed below within the time frames

specified for each section below, These subjects are in addition to the topics listed above.

Direct care staff and professional parents may receive credit for prior training on an hour-for-hour basis provided there is written documentation of training content, where, when, and who provided the training, that the training was in the following areas and was received within a period of two years prior to employment with the Contractor.

(1) Client Specific Training – Within 30 days of employment:

Direct care staff and professional parents shall complete Client specific training within 30 days of employment or before working unsupervised with a Client. Until these training requirements are met, residential direct care staff shall not provide direct care or supervision of Client(s) unless supervised by a trained residential direct care staff that is on duty and in the presence of the Client. Professional parents and direct support staff providing services outside the presence of professional parents or other residential staff shall not provide direct care or supervision of Client(s) until all training requirements in this section are completed.

Client specific training shall include, at a minimum:

- (a) Information about the Client's disabilities, behaviors and strengths, family, and other support systems;
- (b) Recognition of illness or symptoms of health deterioration specific to the Client;
- (c) Dietary issues specific to the Client;
- (d) Critical health care issues specific to the Client;
- (e) Swallowing and eating difficulties specific to the Client;
- (f) Principles of age appropriate community inclusion and natural support development specific to the Client;
- (g) Preferences as well as non-negotiable routines specific to the Client;
- (h) Significant functional limitations and disabling conditions specific to the Client;
- (i) Client-centered assessment and plan development;
- (j) How to develop and support the Client's preferred recreational and leisure activities;

- (k) Identification of medications and their side effects specific to the Client;
- (l) If services are provided to sexual abuse victims or sexual offenders, training shall include sexual abuse victim/sexual offender specific related training including:
 - i. Behavioral characteristics of sexual abuse victims and Clients with sexual behaviors;
 - ii. Family dynamics; and
 - iii. Supervision needs of Clients with sexual behaviors;
- (m) If services are provided to substance dependent or abusing Clients, training shall address substance dependency and abuse issues; and
- (n) If services are provided to Clients with specific mental health diagnoses, training shall include how to understand Clients' mental health diagnoses and appropriately interact with Clients based on their diagnoses.

(2) General Training – Within 30 Days of employment:

Direct care staff and professional parents shall complete General training within 30 days of employment and before working unsupervised with a Client. Until these training requirements are met, residential direct care staff shall not provide direct care or supervision of Client(s) unless supervised by a trained residential direct care staff that is on duty and in the presence of the Client. Professional parents and direct support staff providing services outside the presence of professional parents or other direct support staff shall not provide direct care or supervision of Client(s) until all training requirements in this section are completed.

- (a) Legal rights of Clients with disabilities;
- (b) Orientation to Clients with intellectual disabilities or related conditions (ID.RC) or acquired brain injury (ABI);
- (c) First-Aid and Cardiopulmonary Resuscitation (CPR) certification, including the Heimlich maneuver or other common rescue procedures;
- (d) Expectations in regards to health care including medical, dental and mental health appointments, medication management procedures and documentation;
- (e) Prevention of communicable diseases;

- (f) Positive behavior supports;
 - (g) The use of non-aversive techniques as a first response in behavioral crisis prevention and intervention, including discipline that focuses on positive and logical consequences and prohibition of physical punishment of Clients;
 - (h) Detection of abuse, neglect and exploitation with information on mandatory reporting requirements and procedures;
 - (i) How child abuse, neglect and unstable family dynamics effect normal child development, including how to recognize indicators of abuse and neglect;
 - (j) Medication Competency: Identification of common medications, their effects, purpose and side effects, recording and documentation of self-administration of medications and training on commonly used medications including the reason and circumstances for administration, dose and scheduling;
 - (k) DHS/DJJS Incident Report Reference Guide, (<http://www.hspolicy.utah.gov>), DHS/DJJS Policy Section 5 (to be used for DHS/DCFS contracts); and
 - (l) If the Client receiving services is likely to engage in aggressive, self-injurious or destructive behavior, certification is required in the following: Supports Options and Actions for Respect (SOAR), System for Managing Non-Aggressive and Aggressive People (MANDT), Professional Assault Response Training (PART) or other DHS/DSPD approved intervention.
- (3) General Training – Six Months:
- Direct care staff and professional parents shall complete General training within six months of employment.
- (a) Basic child/adolescent development and normal behavior;
 - (b) Separation, grief and loss, including:
 - i. How separation from family affects the Client;
 - ii. How to assist the Client in handling feelings of sadness, loss, anxiety and anger;
 - iii. The benefits of including the Client's family;
 - iv. The negative impact of multiple placements; and
 - v. The importance of effective transition plans between placement or when terminating treatment;

- (c) For programs that serve adolescent females, pre-service training in gender specific services, programming and issues for adolescent females including:
 - i. Adolescent female development and health issues;
 - ii. Effects of abuse/trauma;
 - iii. Gender-specific philosophy;
 - iv. Adolescent female risks and resiliency.
- (d) Cultural sensitivity in regards to recognizing each Client's cultural roots as well as the difference between race, ethnicity, and gender;
- (e) Key elements of the Americans with Disabilities Act;
- (f) The prevention of fraud, waste and abuse of public funds and the provisions of pertinent laws and regulations including: the Federal False Claims Act (31 USC §3729), as well as the Utah False Claims Act (§26-20-1, UCA), as well as the protections afforded in the provisions of the Utah Whistle Blowers Act (§67-21-1, UCA) to those who report fraud, waste or abuse of public funds; and

c. **Non-clinical direct care staff and professional parents – First 12 months of employment:**

In addition to the initial 2 hours and subsequent 32 hours of training, all non-clinical direct care staff and professional parents shall receive 12 hours of additional training consisting of:

- (1) Practice Model Provider Training provided by DHS/DCFS;
- (2) Training based on the Contractor's program and the Contractor's evaluation of individual direct care staff and professional parent training needs.

d. **Non-clinical direct care staff and professional parents – Annual Training:**

After the first year, and annually thereafter, all non-clinical direct care staff and professional parents shall receive an additional 20 hours of training in the subjects listed below:

- (1) Behavior management per Utah Administrative Code, R501-2-7, DHS/OL, <http://rules.utah.gov/publicat/code/r501/r501-02.htm#T7>;
- (2) Review of requirements of the Division Contract, including but not limited to the "Use of Confidential Information" section of the Contract;

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- (3) Review of the DHS Provider Code of Conduct, which is then signed and placed in the individual's personnel file;
- (4) Review of the Contractor's emergency management and business continuity plan, including emergency response and evacuation procedures;
- (5) Maintenance of First-Aid and CPR certification;
- (6) Review of medication management procedures including documentation; and
- (7) Other training, as needed, based on the Contractor's program and the Contractor's evaluation of individual direct care staff and professional parent training needs.

e. Documentation for all training shall include:

- (1) Title and brief description of course content;
- (2) Date of training;
- (3) Facility/school/place of training;
- (4) Duration of training course;
- (5) Instructor's name and qualification that relate to the subject matter; and
- (6) Employee's signature, which shall include either a handwritten signature by the employee or an electronic signature, if training is completed electronically.

6. Use of Client Identifying Information and Electronic Media: Client identifying information is confidential. The Contractor shall safeguard and shall not release client information except as allowed below.

- a If the Client's parents retain parental rights in regards to the Client, the Contractor shall obtain written verification of parental permission from the Case Manager prior to any images or information regarding the Client being used in social networking mediums or other public forums. The Case Manager may provide written permission if the parent's whereabouts are unknown, if contact with the parent cannot be made, or if parents do not retain parental rights.
- b If the Client is over the age of eight years and has the mental capacity to understand, the Contractor shall also obtain written permission from the Client prior to any images or Client information being used in social networking mediums or other public forums.

- c When parental permission is obtained and/or the decision is made to allow the Contractor to use information or images in a public forum, the images shall only contain the Client's first name and NOT identify the Client as a Client of the Contractor, DHS Client or foster child.
 - d The Contractor shall only share general information regarding the Client. No information may be shared that is case specific or that informs other parties of DHS involvement or the Client's treatment issues or history.
7. **Authorization to Provide Service:** The Contractor shall obtain written authorization from the Case Manager before Client services are provided, in accordance with the Division's purchase of service authorization process, as outlined elsewhere in this Contract.
8. **Emergency/Crisis Incidents:** For both Divisions, the Contractor shall intervene as needed in emergency or crisis situations involving the Client, and shall provide proper documentation as required by current DHS/DJJS Incident Report Reference Guide (<http://www.hspolicy.utah.gov>, DHS/DJJS Policy Section 5), with the following exception for DHS/DCFS.
- a. For after-hour emergencies/crisis, the Contractor shall maintain a list of phone numbers to report emergencies/crisis.

For DHS/DCFS Clients, if the emergency/crisis occurs after business hours, the Contractor shall call the Division on-call worker for the region in which the Contractor's program is located.
 - b. The Contractor shall immediately report to the Case Manager the following emergency/crisis incidents. The Contractor shall make efforts to speak directly to an appropriate Division contact person (Case Manager or supervisor) and not leave a voice mail or email message as the only form of contact.
 - (1) Accident;
 - (2) Aggravated assault;
 - (3) Arson;
 - (4) Any crisis emergency response involvement from an agency/entity outside the Division;
 - (5) Any serious bodily injury;
 - (6) Escape/runaway;
 - (7) Illness (that needs immediate treatment from medical professional or hospital);
 - (8) Official misconduct by staff;
 - (9) Property damage;
 - (10) Riot;
 - (11) Suicide attempt requiring emergency medical intervention;
 - (12) Unlawful sexual activity with a Client in custody; or
 - (13) Weapons related offenses by restricted persons, or any firearm related

offense.

- c. The Contractor shall immediately report the death of a Client to the DHS/DCFS regional director. The Contractor shall speak directly to the DHS/DCFS regional director. A voice mail or email message is not sufficient notification.
- d. The Contractor shall report all other incidents to the Case Manager within 24 hours. The Contractor shall make efforts to speak directly to an appropriate Division contact person (Case Manager or supervisor) and not leave a voice mail or email message as the only form of contact.
- e. The Contractor shall document all incidents on an incident report form. The Contractor shall maintain the original report in the Client's file and shall send a copy to the Case Manager within 24 hours of the incident.

9. **Emergency Safety Intervention:** The Contractor shall comply with safety intervention requirements to prevent injury to Clients, professional parents, and other staff during a behavioral crisis in which a Client may be aggressive or assaultive.

- a. Definitions: For purposes of this section the following definitions apply:
 - (1) **Behavioral Intervention:**
The systematic application of any validated procedure (antecedent and/or consequence), which has the potential for changing behavior.
 - (2) **Behavior Management Review Committee:**
A committee established by the Contractor to review behavioral intervention policies, procedures, and implementation. The committee shall include professional and direct line staff.
 - (3) **Chemical Restraint:**
The as needed (PRN) medication that is prescribed by the Client's prescriber and is used to control the Client's behavior.
 - (4) **Intrusive Behavioral Intervention:**
A behavioral intervention designed to rapidly decelerate aggressive or assaultive behaviors by physical restraint.
 - (5) **Passive Physical Restraint:**
Approved non-violent holding techniques that restrict a Client's free movement, used solely to prevent a Client from harming any person, animal, or property, or to allow the Client to regain physical or emotional control.
 - (6) **Restraint:**
The use of physical force or a mechanical device and can include chemical restraint to restrict a Client's freedom of movement or a Client's normal access to his or her body as a means to restrict the

Client's aggressive or assaultive behavior.

- (7) **Seclusion:**
The restriction of a Client to a small room with minimal stimulation, to temporarily isolate a Client and to allow the Client to regain physical or emotional control.
 - (8) **Self-directed time-out**
A program permits a Client to retreat to a quiet room or area in compliance with the Client's request for the purpose of allowing the Client to regain physical or emotional control.
 - (9) **Staff-directed time-out:**
A Client shall retreat to a quiet room or area for the purpose of allowing the Client to regain physical or emotional control. Staff directed time-out shall be a primary intervention used by a Contractor when addressing behavioral issues.
- b. The Contractor shall have written policy and procedures for emergency safety interventions.
 - c. Prior to admission to its program, the Contractor shall inform the Client, parent, and Case Manager of all means that may be used to control Client behavior. The information conveyed shall be consistent with practices in the Contractor's program.
 - d. The Contractor shall only use intrusive behavioral interventions to control Client behavior in an emergency situation and under the following circumstances:
 - (1) **"Danger to others"**: Physical violence toward others with sufficient force to cause bodily harm.
 - (2) **"Danger to self"**: Self-abuse of sufficient force to cause bodily harm.
 - (3) **"Threatened abuse"**: Threatened abuse towards others or self that may, with evidence of past threats or actions, result in danger to others or self.
 - e. The Contractor shall comply with the following limitations on the use of all intrusive behavioral interventions:
 - (1) Intrusive behavioral interventions shall be used only by staff that have completed training on the policy, procedures and implementation of all intrusive behavioral interventions that may be utilized by the Contractor. Training shall include:
 - (a) Needs and behaviors of the population served;
 - (b) Relationship building;
 - (c) Alternatives to restraint and seclusion;

- (d) De-escalation methods;
 - (e) Avoiding power struggles;
 - (f) Thresholds for restraints and seclusion;
 - (g) The physiological and psychological impact of restraint and seclusion;
 - (h) Monitoring;
 - (i) Physical signs of distress and obtaining medical assistance;
 - (j) Legal issues;
 - (k) Positional asphyxia;
 - (l) Escape and evasion techniques;
 - (m) Time limits;
 - (n) The process for obtaining approval for continued restraints;
 - (o) Procedures to address problematic restraints;
 - (p) Documentation;
 - (q) Processing with Clients;
 - (r) Follow-up with staff; and
 - (s) Investigation of injuries and complaints.
- (2) Intrusive behavioral interventions shall:
- (a) Only be used after less intrusive interventions have been determined to be ineffective;
 - (b) Not be used in a manner that causes undue physical discomfort, harm or pain to the Client. Interventions that use painful stimuli are prohibited;
 - (c) Be continued only as long as the Client presents a danger to self or others; and
 - (d) Not be employed as punishment, for the convenience of staff, or as a substitute for programming.
- (3) A supervisory or senior staff person with training in restraint and seclusion shall assess the mental and physical well-being of any Client being restrained or secluded, continuously monitor the restraint or seclusion procedure and assure that the restraint or seclusion is being done in a safe manner. The assessment required shall take place as soon as practicable, but in no case later than one hour after the initiation of the restraint or seclusion.
- (4) Clients shall not be used to implement or assist with any intrusive behavioral intervention involving any other Client.
- f. The Contractor shall comply with the following limitations on the use of specific intrusive behavioral interventions:
- (1) Staff Directed Time Out. Application of time-out includes:
- (a) A Client in time-out must never be physically controlled to prevent leaving the time out area;

- (b) Time-out may take place away from the area of activity or from other Clients, such as in the Client's room, or in the area of activity or other Clients; and
 - (c) Staff must monitor the Client while he or she is in time-out.
- (2) Seclusion:
 - (a) The Client must be kept in continuous visual contact by staff the entire time the procedure is employed;
 - (b) The Contractor must have policies that clearly describe how a resistive Client is to be transported to seclusion rooms;
 - (c) Immediate access to the seclusion room must not be solely dependent upon the use of a key or other mechanical device; and
 - (d) The use of seclusion is prohibited in a professional parent home or other family home based setting.
- (3) Mechanical or Chemical Restraints:

The use of mechanical and chemical restraints is prohibited unless there has been prior approval from the DHS/OL and the Division director.
- g. When any intrusive behavioral intervention results in physical injury to the Client or staff, the appropriate Division shall be notified within one hour.
- h. Within one hour after the use of an intrusive behavioral intervention, the staff person who implemented the procedure shall complete a written incident report. The report should be reviewed and approved by the Contractor's program director or designee. A copy of the report shall be sent to the Case Manager within two days of the incident. The report shall contain, at a minimum, the following information:
 - (1) Description of the intervention employed, including beginning and ending times;
 - (2) Description of the Client's behavior necessitating the use of the intervention;
 - (3) Description of any less intrusive interventions used to resolve the behavioral crisis;
 - (4) Why the procedure was judged necessary;
 - (5) Assessment of the likelihood the behavior necessitating the intervention shall reoccur; and
 - (6) Description of any injury to Client or staff.
- i. Notification of Emergency Behavioral Intervention. The Contractor shall:

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- (1) Notify the Case Manager of the Client who has been restrained or placed in seclusion within 24 hours after the initiation of each emergency safety intervention.
 - (2) Document in the Client's record that the Division has been notified of the emergency safety intervention, including the date and time of notification, the name of the Division staff receiving the notification, and the name of the Contractor's staff person providing the notification.
 - (3) Complete a written incident report regarding the use of all intrusive behavioral interventions shall be kept in the Client's file and/or the Home-to-Home Packet/Traveling File.
- j. Post Intervention Debriefings: Within 72 hours after an intrusive behavioral intervention, the Contractor shall ensure the following occur:
- (1) Staff involved in the intervention, the client and, if available the Case Manager have a face-to-face discussion. This discussion shall include all staff involved in the intervention except when the presence of a particular staff person may jeopardize the well being of the Client. Other staff and the Client's parent(s) may participate in the discussion when it is deemed appropriate by the Contractor. The Contractor shall provide both the Client and staff the opportunity to discuss the circumstances resulting in the use of restraint or seclusion and strategies to be used by the staff, the Client, or others that could prevent the future use of an intrusive behavioral intervention.
 - (2) All staff involved in the intervention, and appropriate supervisory and administrative staff, conduct a debriefing session that includes, at a minimum, a review and discussion of:
 - (a) The emergency safety situation that required the intervention, including a discussion of the precipitating factors that led up to the intervention;
 - (b) Alternative techniques that might have prevented the intervention; and
 - (c) The outcome of the intervention, including any injuries that may have resulted from the intervention.
- k. The Behavioral Management Review Committee shall be convened as follows:
- (1) When intrusive behavioral intervention procedures are used two times or more within 30 days, the Contractor shall convene the Committee within five days of the second incident. The Case Manager and Contract Monitors shall be invited to attend the meeting.
 - (2) When any intrusive behavioral intervention results in physical injury to the Client or staff, the Contractor shall convene the Committee within

five days. The Case Manager and contract monitor shall be invited to attend the meeting.

- (3) Upon request of the Case Manager or contract monitors.
- (4) A Contractor that is a sole practitioner shall notify the Contract Monitor when intrusive behavioral intervention procedures are used two times or more within 30 days, but is not required to convene a Behavioral Management Review Committee.

10. Prohibited Therapy Techniques: The following are not allowed under any circumstances:

- a. Services where the therapist or others during the session use coercive techniques (e.g., coercive physical restraints, including interference with bodily functions such as vision, breathing, and movement, or noxious stimulation) to evoke an emotional response in the Client such as rage or to cause the Client to undergo a rebirth experience. Coercive techniques are sometimes also referred to as holding therapy, rage therapy, rage reduction therapy, or rebirthing therapy.
- b. Services wherein the therapist instructs and directs parents, professional parents, or others in the use of coercive techniques that are to be used with the Client in the home or other setting outside the therapy session.

11. Child Protective Services (CPS) Investigations:

- a. The Contractor shall follow mandatory reporting laws when child abuse or neglect is suspected.
- b. When an allegation of child abuse or neglect is made against any of the Contractor's staff regarding a Client in DHS or Division custody placed with the Contractor, the Contractor shall cooperate with investigators conducting the CPS investigation.
- c. If the Contractor reported or is otherwise aware that an allegation of child abuse or neglect has been made against a professional parent for a Client in Division custody, the Contractor shall suspend further placements in the home until the CPS investigation is completed and a determination made regarding to the allegation.
- d. The Contractor shall keep knowledge of a CPS investigation confidential.
- e. The Contractor shall implement any action required by the DHS/OL based on the findings of the completed CPS investigation.

12. Quality Assurance: The Contractor shall maintain a working internal quality assurance process for their program that includes, at a minimum, the following elements:

- a. An interdisciplinary committee that evaluates all aspects of the Contractor's organization as well as the quality of services delivered to ensure continuous quality improvement.
- b. An interdisciplinary committee that meets at least quarterly and has the authority to make needed changes or to report its recommendations directly to the Contractor's executive director.
- c. A systematic data collection of service performance and Client results and a systematic process to evaluate the data and results. This may include Client satisfaction surveys.
- d. A process to implement changes as a result of the quality assurance data analysis, recommendations of the quality assurance committee, or recommendations of the Division based on program or contract audits or reviews.

13. Program Variance: When the Contractor has identified a proposed placement that would put the Contractor out of compliance with specific program standards or service requirements, the following procedures must be followed before the Client may be placed:

- a. The Contractor shall request, in writing, a program variance from the DHS/DCFS Regional Director for the referring Region.
- b. The Contractor request shall include:
 - (1) Description and justification of exceptional circumstances necessitating the placement and variance, including how the Contractor intends to meet the supervision, treatment and safety needs of all Clients in the home or facility.
 - (2) Written verification the Contractor has discussed the potential placement and received approval from all Case Managers with Clients placed in the proposed home or facility.
 - (3) For professional parent placements, if placing the Client in the home of an administrator, program director, clinical or treatment staff, how the Contractor intends to minimize any conflicts of interest.
 - (4) Whether or not the placement also requires a variance from the DHS/OL.
- c. If the DHS/DCFS Region Director approves the variance, the approval must be in writing and the Contractor shall retain a copy of the approval in the Client file.
- d. A variance approval is not open-ended. It only applies to the specific Client and situation for which the variance was approved. If the variance involves Clients

from other DHS Divisions, the other Division's Director or designee shall also give written approval.

- e. If a proposed placement would violate a licensing rule, the Contractor shall also request and obtain a written variance from the DHS/O L Director.
- f. The Contractor cannot make the placement unless it first receives written approval for the variance from DHS/DCFS and, if applicable, the DHS/OL and/or other DHS Division Director.
- g. The Contractor must provide a copy of the variance request and approval, if granted, to the DHS/DCFS region contract specialist before making the placement.

SECTION II. PLACEMENT, SUPERVISION, AND SERVICE COORDINATION

This Section II pertains to care and supervision for IRTS for the following service codes: **DHX and DIS.**

A. CARE AND SUPERVISION GENERAL DESCRIPTION

The Contractor shall be responsible for 24-hour supervision based on individual Client needs as determined in conjunction with the Case Manager, and the Team. The Contractor shall monitor and support professional parents and/or direct care staff to ensure Client safety.

Care and supervision means 24 hour per day room, board, and supervision in a safe and nurturing environment in a community living residential support or professional parent home setting, including but not limited to care normally provided by a parent such as general guidance, behavior management, routine transportation, and assisting the Client to develop skills appropriate to the Client's age and development. Under the supervision of a licensed mental health professional, highly trained staff shall provide intensely structured environment, general guidance, supervision, behavior management, in conjunction with and/or in coordination with appropriate health care, mental health treatment, education, and other supports designed to improve the Client's condition or prevent further regression.

A Client placed in a professional parent home is to be considered part of the family and treated as such. The Client should be incorporated into family activities and also be given reasonable responsibilities and expectations.

The program shall be able to significantly increase or decrease the intensity of services and supervision for the Client, depending on the Client's needs, without change in the placement setting. This service is intended to provide maximum flexibility in developing the scope and intensity of services based on Client needs.

B. PLACEMENT REQUIREMENTS

1. **Decision to Place:** Prior to initiation of services, the Division shall make a determination of placement level/category based upon the Division's assessment and placement selection process. The Case Manager or other Division designee will initiate a referral for placement to the Contractor.
 - a. The Contractor shall make a determination of the Client's appropriateness for placement in its program within 14 days of receipt of Division referral information. The Contractor shall provide written justification to the requesting Case Manager or Division designee if a Contractor denies acceptance of a referred Client.
 - b. If the Contractor accepts the referred Client, an IRTS Worksheet, which also serves as a Purchase Service Authorization, must be completed and signed by the Case Manager, the Contractor, and others as designated by the Division's referring office. The Contractor shall return a signed copy of the IRTS worksheet to the designated Division staff within seven calendar days of the Client's admission to the program. The Contractor shall retain a copy of the IRTS Worksheet in the Client file.
 - c. The Contractor shall maintain a daily roster of Clients in the Contractor's program. The roster shall include the name, age, and risk level of each Client, and whether each Client has been stepped down or is in an initial placement.
2. **Client Information Provided for Placement:**
 - a. Within five business days of placement, or as soon as available to the Division, the Case Manager shall provide the Contractor with copies of essential records from the Client's permanent file including:
 - (1) Client information.
 - (a) Copy of Social Security card and birth certificate;
 - (b) DHS/DCFS Foster Placement Verification and Medical Authorization Letter;
 - (c) Current assessment information; and
 - (d) Client's criminal history if applicable.
 - (2) Summary of the Client's behavior and individual treatment needs, as identified through the Division's assessment process.
 - (3) Most recent available education records such as name and address of school most recently attended, transcripts, and Individualized Education Program (IEP), if applicable.
 - (4) Summary of prior placements/services.

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- (5) Most recent available health records such as name and address of Client's health providers, medical, dental, and vision reports, immunization records, and medications.
 - (6) Most recent available mental health evaluations, psychiatric evaluations, and psychological evaluations.
 - (7) Insurance/Medicaid card.
 - (8) Consent form from the Division authorizing Contractor to obtain medical/dental care for the Client.
 - (9) List of people approved to contact/visit the Client.
 - (10) Upcoming scheduled appointments such as court or medical.
- b. If the Contractor does not receive this information within five business days, the Contractor shall contact the Case Manager. If this does not resolve the problem, the Contractor shall contact the Case Manager's supervisor for resolution.
3. **Change of Placement and Notification:** The Contractor shall obtain prior written approval from the Case Manager prior to the Contractor changing a Client's placement. Within one business day of any change of placement, the Contractor shall send documentation to the Case Manager that contains the following information:
- a. The Client's name;
 - b. The name of the new placement (if a professional parent home, provide family name);
 - c. The address and phone number of the new placement;
 - d. The date of the placement change; and
 - e. The reason for the change in placement, including any incident reports, if applicable.
4. **Limitations for Combining Clients from Different Agencies or with Different Risk Levels and Categories:**
- a. Clients in the custody of the Division and the DHS Division of Juvenile Justice Services (DJJS) shall not be placed together in a community living residential support placement
 - b. Clients that have been determined to need individual residential treatment services shall not be placed with non-IRTS Clients that are low, moderate, or high risk, unless the IRTS Client is stepping down and written approval is granted by the Case Manager.

- c. Client populations in different categories of need under the Placement Models (e.g., sex offender, mental health, substance dependent, and behavior) shall not be placed together in a community living residential support placement, except as follows:
 - (1) For Clients with multiple diagnoses, the diagnosis the Division deems of most concern shall dictate the placement. The Contractor shall provide individualized treatment that addresses the Client's needs associated with the diagnosis of most concern and needs associated with other diagnoses.
 - (2) Clients may not be placed together across categories. The only exception is when the Client is in transition to adult living placements.
- d. Clients of different genders shall not be placed together in the same community living residential support placement,

C. COMPONENTS OF SUPERVISION

The Contractor's professional parents and direct care staff are responsible for 24-hour supervision of Clients in their care, according to required staff-to-client ratios. Supervision includes such tasks as caring for the Client's physical, mental, emotional, and educational needs, providing direct oversight and behavioral guidance, and completing case activity and documentation. Examples of supervision include, but are not limited to:

1. Physical Care:

- a. Performing age-specific physical care;
- b. Participating in ongoing developmental assessments for younger Clients through the Ages and Stages assessment tool;
- c. Providing nutrition; and
- d. Overseeing, participating in, and/or teaching Client self care.

2. Medical and Dental Health Care:

- a. Addressing medical and dental needs or physical limitations or disabilities;
- b. Scheduling, accompanying, and transporting to medical or dental visits within required time frames;
- c. Managing medications; and
- d. Monitoring and tracking substance use/abuse.

3. Mental and Emotional Care:

- a. Developing and maintaining a relationship with a Client;
- b. Providing day-to-day guidance;
- c. Helping the Client develop and mature mentally and emotionally; and
- d. Participating in mental health care, evaluations, appointments, and follow-up care, as needed.

4. Educational Care:

- a. Participating, overseeing, and supporting the Client's educational activities;
- b. Ensuring the Client's attendance in accredited educational program;
- c. Communicating with school personnel on the Client's behalf;
- d. Helping the Client with homework; and
- e. Helping the Client to cope with learning disabilities.

5. Direct Oversight:

- a. Providing an appropriate level of direct oversight based on individual Client needs and individualized staff-to-client ratios, such as vigilantly observing and monitoring in line of sight, in room, or in professional parent home or community living residential support setting.
- b. Accompanying and participating in community activities to the extent appropriate and feasible for the Client (e.g., community service or activities, scouts, neighbor's house, periodic babysitter, etc.); and
- c. Providing general guidance and prompting of behaviors; using only constructive discipline, and no corporeal punishment such as spanking.

6. Case Activity Expectations:

- a. Team participation;
- b. Attendance at and participation in court proceedings;
- c. Case planning and implementation;
- d. Connecting the Client to Client's family or other persons important to the Client;
- e. Maintaining Client records; and

- f. Coordinating medical, school, and mental health care with the Case Manager and parent/guardian.

7. **Family Visitation:** Family visitation includes allowing the Client to have visits and contact with parent(s) and siblings. The Contractor shall facilitate family contact and visitation. Family visits may not be withheld without Case Manager approval. The Contractor shall adhere to the following:

- a. DHS/DCFS requires a Client to have frequent face-to-face visits with parents, and any of the Client's sibling(s) in DHS/DCFS custody. Frequency of visits shall be determined by the Team, with once a week visits as a general guideline, unless doing so would be contrary to the safety or well being of the Client or siblings, or a court order precludes a family member having contact.
- b. The quantity and kind of family visitation are decided by the Team and approved in writing by the Case Manager. Family visitation may include:
 - (1) On-site family visits in which a family member visits the Client at the Contractor's program.
 - (2) Off-site family visits in which a family member visits with the Client away from the Contractor's program for a designated period of time and the Client returns to the Contractor's program facility following the visit.
 - (3) Family Home Visits. The Contractor shall arrange family home visits for each Client as directed by the Team. The Contractor shall obtain written approval from the Case Manager, and Client's parent or legal guardian for all home visits. The approval documentation shall include the following:
 - (a) Date and time the Client is leaving for home visit;
 - (b) Who is transporting the Client to the home visit;
 - (c) Date and expected time the Client will return from home visit; and
 - (d) Who will be receiving the Client and verify the actual time that Client returned to the professional parent home at conclusion of the home visit.
 - (4) Family Contact by Telephone and Other Contact Options.
 - (a) Phone Calls: The Client shall be allowed a minimum of one weekly 15-minute phone call to family at no cost to the Client and/or parent, unless prohibited by the court or the Case Manager; and
 - (b) Professional parents and direct care staff shall follow Division policies in allowing Clients to use Internet, email, and social networking sites.

8. **Health Services:** The Contractor shall ensure each Client receives appropriate health care services.
- a. The Contractor, in consultation with the Case Manager, shall arrange for all required medical, dental, and psychiatric diagnostic interview examination (mental health assessments) and needed follow-up services for the Client, as described below.
 - (1) A medical/physical assessment or examination, and dental examination are required within 30 days of a Client entering Division custody.
 - (2) Medical/physical examinations are required annually thereafter (by the end of the 13th month following the prior medical/physical examination) or more frequently depending on the Client's individual needs.
 - (3) Dental examinations are required annually thereafter (by the end of the 13th month following the prior dental examination).
 - (4) Medical dental and mental health referrals and follow-up appointments shall be completed within the time frame specified by the health care professional or in a time frame that is no longer than 90 days from the receipt of Health Visit Report.
 - (5) Psychiatric diagnostic interview examination (mental health assessment) must be completed, or updated, on each Client within 30 days of entering Division custody.
 - (6) Subsequent psychiatric diagnostic interview examinations shall be completed annually (by the end of the 13th month following the prior psychiatric diagnostic interview examination). Any psychiatric diagnostic interview examination requested prior to next annual the examination shall be approved in writing by the Case Manager.
 - b. For Clients with Medicaid, the Contractor shall use providers covered by the health plan listed on the Client's Medicaid card.
 - c. The Contractor shall provide the DHS/DCFS Nurse with a copy of a Health Visit Report within 30 days of an examination. The Contractor shall maintain a copy of the Health Visit Report in the Client's file.
9. **Linking Direct Care of Client to Mental Health Services:** The Contractor shall:
- a. Be enrolled as a Medicaid provider.
 - b. Provide or arrange for mental health services for each Client in the program based on the Client's individual mental health needs as prescribed by a qualified mental health provider and with prior written approval of the Case Manager.

- c. Ensure professional parents and direct care staff actively support and participate in a Client's mental health treatment by being knowledgeable about and understanding treatment plan goals, reinforcing activities that support treatment goals in the Client's daily setting and schedule, prompting behavior, and communicating with treatment providers.

10. Linking Direct Care of Client with Education, Employment or Training Needs:

The Contractor shall coordinate with the Case Manager to ensure the Client's educational, employment, and training needs are met as follows:

- a. The Contractor shall ensure each Client who is of school age is enrolled in an accredited school program, vocational, or employment program that is appropriate for the Client's needs. Where possible, the Client shall remain in his or her existing school in order to allow consistency in their education.

If it is not possible for the Client to remain in his or her existing school, the Contractor shall enroll the Client in an appropriate accredited school, vocational, or employment program within 10 days of admission to the Contractor's program.

- b. If the Contractor provides a school curriculum that is not operated by the local school district, the Contractor shall ensure the school curriculum is recognized by an educational accreditation organization (i.e., State Board of Education or the National School Accreditation Board, Northwest Accreditation of Schools) and is coordinated with the local school district. The Contractor shall ensure that any educational credits received by the Client will be accepted by the local school district.
- c. The Contractor shall coordinate and/or provide training in basic life skills for adult living using a curriculum approved by the Division, based upon the Client's age and developmental level.
- d. The Contractor shall accommodate the Client's participation in extracurricular activities and shall adapt the Client's schedule to allow for such extracurricular activities. The Contractor shall obtain and document in writing written or verbal permission from the Case Manager prior to the Client participating in extracurricular activities.

- 11. Court Attendance:** The Contractor shall coordinate with the Case Manager to ensure each Client attends required hearings or reviews before the Juvenile Court when requested and notified by the Case Manager. The Contractor shall provide written progress reports for the hearings when requested by the Case Manager. The Contractor shall provide the Case Manager with requested reports prior to the hearing or review. The Contractor shall maintain a copy of all written reports in the client file.

SECTION III. ADDITIONAL REQUIREMENTS SPECIFIC TO INDIVIDUAL RESIDENTIAL TREATMENT SERVICES DIS, DHX, GHX

A. COMPONENTS OF INDIVIDUAL RESIDENTIAL TREATMENT SERVICES (IRTS)

IRTS are a composite of services designed on an individual basis for each Client specifically to meet the Client's needs associated with intellectual disabilities or related conditions or other significant physical disabilities and/or severe emotional or behavioral disorders. IRTS shall include placement in either a professional parent home or community living residential support setting, and may also include a variety of services to support those placements, as specified below. IRTS is intended to provide maximum flexibility in developing the scope and intensity of services based on a Client's needs, with the ability to adjust intensity of services without changing the Client's placement. IRTS shall be developed jointly by the Contractor and the Case Manager, and may include input from the Team. IRTS shall be approved in writing by the DHS/DCFS region placement screening committee.

B. SERVICE SPECIFIC REQUIREMENTS

1. **Community Living Residential Support:** Community living residential support is an IRTS placement for no more than three Clients who are able to live alone or with roommates in an apartment-like setting as an alternative to living in an institution. When a Client is placed in community living residential support, the Contractor shall:
 - a. Provide direct care staffing to support Clients based on an individualized staff-to-Client ratio that shall be no less than one staff to three Clients (1:3). Direct care staff support may include up to 24-hours per day of supervision. The actual hours of direct care staff support shall be approved by the Case Manager and documented on the Client's IRTS worksheet.
 - b. Assist the Client to gain and/or maintain skills to live as independently as possible and participate at much as possible in a community setting.
 - c. Provide support, supervision, training and assistance for Clients living in a licensed or certified residential setting, and provide daily supports to maintain the Client's health and safety and assistance with activities of daily living.
 - d. Base the type, frequency, and amount of required support on the individual Client's needs as documented in the Client-Centered Plan.
 - e. Follow the requirements outlined in the Contractor's DHS/DSPD Service Contract for the RHS service code.
2. **Professional Parent:** Professional parents are an IRTS placement option in a certified private home for no more than one Client as an alternative to institutionalization in order to enhance the Client's ability to live as independently as possible and participate as much as possible in a community setting. When a Client is placed in a professional parent home, the Contractor shall:

- a. Provide care and supervision through professional parents or other direct care staff in the professional parent home.
- b. Provide individualized habilitation, supervision, training, daily supports to maintain individual health and safety, and assistance with activities of daily living.
- c. Assist the Client to gain and/or maintain skills to live as independently as possible and participate as much as possible in a community setting.
- d. Base the type, frequency, and amount of required support on the individual Client's needs as documented in the Client-Centered Plan.
- e. Follow the requirements outlined in the Contractor's DHS/DSPD Service Contract for the PPS service code.

3. Day Support: When day support is a component of IRTS, the Contractor shall:

- a. Provide support, supervision and training in a structured programmatic setting.
- b. Base the service on needs outlined in the Client-Centered Plan.
- c. Provide a safe, non-residential community habilitation program where the Client receives supports during the day to avoid becoming isolated and to participate in and contribute to the community.
- d. Maintain or improve a Client's job-readiness skills, work abilities, dexterity, stamina, memory, personal safety, interpersonal relations, self-help, communication, mobility and other functional abilities and life skills, as specified in the Client-Centered Plan.
- e. Follow the requirements outlined in the Contractor's DHS/DSPD Service Contract for the DSI, DSG, or DSP service code.

4. Respite Care (for professional parent only): When respite care is a component of IRTS, the Contractor shall:

- a. Provide care to the Client in the absence of and/or for the relief to the professional parent.
- b. Individualize respite care based on the Client's behavior and needs.
- c. Provide respite care only in the home of another professional parent and ensure only one DHS/DCFS Client is in the respite home.
- d. Require the respite care professional parent to provide all services that are required of the original professional parent, including but not limited to transportation, care and supervision, and assistance with daily life skills.

5. **Direct Support Service:** When direct support service is a component of IRTS, the Contractor shall:
- a. Provide supplementary support, supervision, training and assistance on an hourly basis for Clients living in a professional parent or community living residential support setting. This service is over and above services required by a professional parent.
 - b. Provide direct support activities based upon the needs assessed in the Client-Centered Plan.
 - c. Include maintenance of the Client's health and safety as a direct support service and may also include personal care services, maintenance of living environment, adherence to medication regime, advocacy, communication, assistance with activities of daily living, transportation to access community activities, shopping, keeping track of money and bills, socialization, self-help and skills necessary to interact successfully in the community.
6. **Bachelor's Degree Level Behaviorist:** When a bachelor's degree level behaviorist is a component of IRTS, the Contractor shall:
- a. Provide individually designed one-on-one interventions to replace the Client's targeted behaviors with socially acceptable appropriate behaviors that increase the Client's ability to be integrated into the community.
 - b. Provide services to Clients whose behavior problems may be emerging, annoying, worrisome, objectionable, singular but not dangerous, and may interfere with learning or social relationships.
 - c. Provide individualized behavior consultation to families and/or staff who support Client with non-serious behavior problems. The behaviors of the Client shall not constitute an impending crisis, nor shall they be assessed as constituting a serious problem.
 - d. Base these services upon positive behavior supports and applied behavior analysis.
 - e. Complete a functional behavior assessment of the targeted behaviors, develop a behavior support plan, monitor the implementation of the plan, train caregivers and support staff and evaluate the effectiveness of the plan quarterly. Services are provided at the Client's home or in the community.
 - f. Follow the requirements outlined in the Contractor's DHS/DSPD Service Contract for the Bachelor's Degree Level Behaviorist (BC1 service code).
7. **Master's Degree Level Behaviorist:** When a master's degree level behaviorist is a component of IRTS, the Contractor shall:

- a. Provide one-on-one hourly services provided to address serious behavior problems for Client's with disabilities. These services are considered crisis prevention.
- b. Use interventions to address problem behavior based upon the principles of applied behavior analysis and focused on positive behavior supports.
- c. Provide personalized behavior consultation to families and/or Contractor staff who support Clients with serious though not potentially life threatening behavior problems that may be complicated by medical or other factors. May also provide consultation on behavior supports with DHS/DCFS staff. These services include complete functional behavior assessment of the targeted behaviors, development of a behavior support plan, monitoring the implementation of plan, training of caregivers and support staff, monthly evaluation of the effectiveness of the plan and periodic reassessment of the plan.
- d. Follow the requirements outlined in the Contractor's DHS/DSPD Service Contract for the Master's Degree Level Behaviorist (BC2 service code).

8. Ph.D. Level Behaviorist: When a Ph.D. level behaviorist is a component of IRTS, the Contractor shall:

- a. Provide services to address or prevent crisis behavior problems for Clients with disabilities by providing one-on-one hourly behavioral consultation with families and/or staff who support Client with the most complex behavioral issues. May provide consultation on behavior supports to DHS/DCFS staff that work in region offices. These services focus on the most involved and complex, difficult, dangerous, potentially life threatening and resistant to change behavioral problems. In addition, the Client has failed previous interventions, is frightening to others and is severely limited to activities and opportunities they could otherwise access. The Client's problems are complicated by or derive from multiple etiological factors.
- b. Base interventions used to address problem behavior upon the principles of applied behavior analysis and focus on positive behavior supports.
- c. Conduct Functional Behavior Assessments. Functional Behavioral Assessments shall focus on hard to separate multiple functions and may require functional analysis manipulation procedures. Assessments shall include the effects of multiple organic and dual-diagnosis issues. These assessments shall most likely be on referrals that are the most difficult to assess, plan, implement, and evaluate.
- d. Design Behavior Support Plans, train families and/or staff on behavior support plans, monthly evaluate the effectiveness of the behavior support plans, and make adjustments in the plans as needed. These plans shall address multiple targets with detailed procedures for prevention, consequences and replacement

behaviors, crisis and safety issues, and may include Level II/III intrusive procedures. (See Administrative Code, Rule R539-4-1-3 definitions.) Interventions shall focus on skill development and prevention procedures based on the principles of applied behavior analysis. Issues complicated by family problems and dynamics shall be addressed.

- e. Coordinate services with schools and other agencies addressing these behavior problems. The Contractor may also consult with DHS/DCFS staff about the behavioral needs of Clients, review the behavior supports provided by others through contract or utilization reviews, and participate in clinical reviews, behavior peer reviews or crisis prevention planning.
- f. Develop evaluation summaries. Evaluation summaries shall be detailed and based on objective data and graphs with multiple targets and treatment conditions. Evaluation summaries shall be comprehensive, with graphs including treatment conditions and the effects of other interventions (e.g., medications), and integrate information from multiple sources.
- g. Follow the requirements outlined in the Contractor's DHS/DSPD Service Contract for the Ph.D. Level Behaviorist (BC3 service code).

C. DIRECT SERVICE REQUIREMENTS

1. **Client-Centered Planning:** The Contractor shall:

- a. Develop a Client-Centered Plan (Plan) in coordination with the DHS/DCFS Case Manager and the Team within 30 days of placement. The Plan shall also address the Client's needs statements in the Child and Family Plan and mental health evaluations.
- b. Implement the Plan. Implementation shall include the development of a behavior support plan, psychotropic medication plan (if applicable), staff instruction sheet, and data collection and/or task analysis sheet for skills training or other supports as indicated by the Plan.
- c. Orient the Client to the part of the Plan that pertains to the Contractor and to the part of the Plan that is the Client's responsibility. The Contractor shall ensure the Client is involved in Plan implementation to the extent the Client is capable.
- d. Develop and implement a behavior support plan. The behavior support plan shall include support strategies for the Client and support strategies for the Contractor. The support strategies shall identify measurable steps to address Client needs and the Client support strategies. The Contractor shall submit the behavior support plan to the Case Manager within 14 days of completion.
- e. Submit a monthly summary to the Case Manager within 30 days after the end of each service month. The monthly summary shall document the Client's progress and activities related to the Client-Centered Plan. In addition, the monthly

summary shall include a log of Direct Support provided during the month, specifying the number of hours and dates of service. The monthly summary shall follow the requirements outlined in the Contractor's DHS/DSPD Service Contract(s).

- f. Review the Plan at least quarterly and update the Plan based on the Client's progress and/or change in status in consultation with the Case Manager. The Contractor shall submit any updates to the Plan to the Case Manager within 30 days of the end of the quarter.
- g. Submit a revised IRTS worksheet to the Case Manager for approval and service authorization, if the review of the Plan results in a need to change the IRTS worksheet.

Only the Division has the authority to change the service rates on the IRTS worksheet.

2. Client-Centered Plan Supplemental Document Requirements:

- a. Behavior Support Plan: The Contractor's behavior support plan shall emphasize a positive approach with effective services designed to acquire and maintain adaptive behaviors and prevent problem behaviors. The behavior support plan content shall follow the requirements outlined in the Contractor's DHS/DSPD Service Contract.
- b. Data Collection and/or Task Analysis Documentation: The Contractor shall use data collection and/or task analysis documentation to track the progress or lack of progress of each Client. This documentation shall be used to chart the Client's behaviors for the month, to identify a pattern and/or triggers, and to help implement better behavior supports. Data from this document shall be incorporated into the monthly summary.
- c. Monthly Summary: The Contractor shall prepare a written summary on a monthly basis documenting the Client's progress and activities related to the Client-Centered plan. The Contractor shall submit the monthly summary to the Case Manager within 30 days after the end of each month. The monthly summary shall also include a log of Direct Support provided during the month, specifying the number of hours and dates of service. The monthly summary shall follow the requirements outlined in the Contractor's DHS/DSPD Service Contract.
- d. Psychotropic Medication Plan: The Contractor shall create a plan for each Client for whom psychotropic medications have been prescribed by a qualified health care provider. The plan shall include specific types of support strategies regarding usage, delivery and effects of psychotropic medications. The psychotropic medication plan content shall follow the requirements outlined in the Contractor's DHS/DSPD Service Contract.

- e. Staff Instruction Sheet: For Clients placed in a Community Living Residential Support setting, the Contractor shall develop a staff instruction sheet to outline the Client's specific needs and activities, to be used by the direct care staff to identify the Client's daily routine and any changes to the routine based on a Client's current functional level.

SECTION IV: REIMBURSEMENT

A. IRTS REIMBURSEMENT

- 1. The Division will reimburse the Contractor for IRTS utilizing daily rates for the following components of the service.

- a. **Service Code DHX - Basic Care and Supervision:** Basic care and supervision shall be paid at a DHS established daily rate using the DHX service code. Basic care and supervision includes the cost of and the administrative costs associated with providing room and board; basic supervision; routine transportation; Client phone calls to family; Client personal school supplies; and clinical supervision. Meals shall be funded and provided based on the United States Department of Agriculture (USDA) moderate cost food plan. Details of the Official USDA food plans can be found on the USDA website <http://www.cnpp.usda.gov/USDAFoodPlansCostofFood.htm>. The daily rate also includes the Client's personal needs allowance, as specified in the following sections.

The DHX rate is established by DHS based upon legislative allocation. This rate is not tied to Supplemental Security Income (SSI) that a Client with a disability may receive from the Social Security Administration (SSA). The DHX rate is not tied to increases in SSI and will not be increased if a Client's SSI monthly payment is increased. DHS will determine when a change in the DHX rate will be made.

The following costs are not included in the DHX daily rate for basic care and supervision:

- (1) Costs to provide an academic or educational program. The Contractor shall be responsible to negotiate with the local school district for funding.
 - (2) Costs for mental health services which are reimbursed through Medicaid and wrap services that are reimbursed on a fee for service basis.
 - (3) Costs for supplemental supervision and other component services of IRTS required because of a Client's severe needs, which are paid under the DIS or GHX purchase service codes.
- b. **Service Code DIS - IRTS:** The DIS service rate is an individually calculated and authorized daily rate for the cost to provide supplemental supervision in a

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professional parent home or community living residential support setting in excess of what is normally required in a foster family home and also includes other services as listed below when required to address individual Client needs. The DIS services also include administrative costs associated with providing IRTS services. DHS establishes a maximum daily rate.

The DIS rate for an individual Client is calculated and authorized on the IRTS worksheet and may not exceed the maximum daily rate. The IRTS worksheet consists of four segments: (1) Individualized Budget Plan; (2) Professional Parent Worksheet; (3) Community Living Residential Support Worksheet; and (4) Day Support Worksheet.

The Contractor shall complete either the Professional Parent Worksheet or the Community Living Residential Worksheet for the Client's placement to develop a proposed DIS daily rate for the Client. The Contractor shall also complete the Day Support Worksheet, if authorized by the Division and included on the Client-Centered Plan. If the Division authorizes Day Support, the Contractor shall combine the appropriate placement worksheet and the Day Support Worksheet in calculating the proposed DIS rate.

The Contractor, Case Manager, and other designated regional placement staff shall review the proposed components of IRTS service and, where applicable, negotiate to establish the DIS daily rate based upon evaluation of specific Client needs and Contractor resources. If acceptable, the Case Manager and other designated regional placement staff will approve the IRTS worksheet in writing. The same process applies for modification to the IRTS worksheet. The approved IRTS worksheet specifies the daily rate the Contractor will be paid and also serves as purchase service authorization.

The following services are components used in calculating the DIS daily rate. Only those specific services needed for a Client will be included when calculating the Client's daily rate. The Contractor shall provide one or more of these services as determined by the needs of the Client and as approved in consultation with the DHS/DCFS Region.

- (1) **Professional Parent:** The Contractor shall submit its proposed the daily cost portion of the DIS rate for professional parents to the Division for approval on the IRTS worksheet. This proposed cost shall be based on cost for professional parents to provide care 24-hours per day. The portion of the DIS rate that applies to professional parents does not include costs covered by the DHX service code. The Contractor shall delineate costs for professional parents separately on the IRTS worksheet from other support services, such as respite care, direct support, and professional staff.
- (2) **Community Living Residential Support:** The Contractor shall submit its proposed the daily cost portion of the DIS rate for community living residential support to the Division for approval on the IRTS worksheet.

This proposed cost shall be based on the cost for direct care staff to provide care and supervision in a community living residential support setting at the staff to client ratio approved for the Client for 24-hours per day on weekends and for 18-hours per day on days when the Client is in school, at work or receiving other daytime supports. If the Client is not in school, working, or receiving other daytime supports, the IRTS worksheet shall be modified to accommodate a 24-hour direct care schedule. The portion of the DIS rate that applies to community living residential support shall not include costs covered by the DHX service code.

- (3) **Day Support:** The Contractor shall submit its proposed the day support cost portion of the DIS rate to the Division for approval on the IRTS worksheet. The proposed cost shall be based upon an hourly rate for the service and may be designated for a full or partial day. The Contractor shall bill any portion of Day Support that meets the Outpatient Mental Health Services requirements in this Contract to Medicaid and shall not include Outpatient Mental Health Services costs in the Day Support Worksheet.
- (4) **Direct Support Service:** The direct support services cost portion of the DIS rate is based upon an hourly rate set by DHS and factored by a staff-to-Client ratio. The number of service hours provided by the Contractor shall be based on the Client's behaviors and treatment needs. This service may be included as a component on either the professional parent or community living residential support worksheet and may also be a component of the day support worksheet.
- (5) **Respite Care (Professional Parent only):** The Contractor shall submit its proposed respite care cost portion of the DIS rate to the Division for approval on the IRTS worksheet. The proposed cost shall be based on a daily rate and the number of days of respite to be provided for professional parents based on the Client's behaviors and needs. The cost proposed for respite shall not include costs covered by the DHX service code. The Contractor shall delineate costs for respite care separately on the Professional Parent worksheet from other services, such as professional parent, direct support, and professional staff costs.
- (6) **Clinical Oversight:** The clinical oversight cost portion of the DIS rate is based upon an hourly rate set by DHS. The number of service hours provided by the Contractor shall be based on the Client's behaviors and treatment needs.
- (7) **Bachelor's Degree Level Behaviorist:** The bachelor's degree level behaviorist cost portion of the DIS rate is based upon an hourly rate set by DHS. The individually designed one-on-one interventions and number of service hours provided by the Contractor shall be based on the Client's behaviors and treatment needs.

- (8) **Master's Degree Level Behaviorist:** The master's degree level behaviorist cost portion of the DIS rate is based upon an hourly rate set by DHS. The individually designed one-on-one interventions and number of service hours provided by the Contractor shall be based on the Client's behaviors and treatment needs.
- (9) **Ph.D. Level Behaviorist:** The Ph.D. level behaviorist cost portion of the DIS rate is based upon an hourly rate set by DHS. The individually designed one-on-one interventions and number of service hours provided by the Contractor shall be based on the Client's behaviors and treatment needs.
- c. **Service Code GHX – Community Living Residential Support Hourly Supplement:** The GHX service code is used to pay for community living residential support based upon the hourly cost identified on the Community Living Residential Support Worksheet portion of the IRTS worksheet. GHX is used for occasional needs for the Client to receive supervision in the placement setting beyond the 18-hours specified in the IRTS worksheet, due to the Client unexpectedly not being at work, school, or regular day support because of illness, school holidays, or other unexpected events. GHX shall not be used to accommodate ongoing need for 24-hour direct care and supervision in a community living residential support placement.

B. REIMBURSEMENT FOR CLIENT ABSENCE

- 1. A "day of absence" is defined as any full 24-hour day, from 12:00 a.m. to 11:59 p.m., the Client is absent from the professional parent home or community living residential support setting and not under the direct care and supervision of the Contractor for the full 24 hours of the day. An "episode" is defined as any continuous period of absence of the Client from the facility or professional parent home.
- 2. The Contractor shall hold a placement for a Client that is absent for up to eight days of absence per calendar month with prior written approval from the Case Manager and when the plan is for the Client to return to the placement. These eight days of absence shall be reimbursed at the daily DIS and DHX rates. Planned days of absence are generally limited to two days per episode. An exception may be made to the prior approval requirement in an emergency situation, when subsequently authorized by the Case Manager in writing.

If the Client's absence is going to exceed eight days in a calendar month, the Contractor may be reimbursed using the AHX and AIS absence codes for each day over eight days, with written prior approval by the Case Manager. The AHX absence rate is reduced by the amount of the daily rate allotted for food and personal needs. The AIS absence rate is not reduced.

When the Contractor is receiving payment for a Client's absence from a professional parent home, the Contractor shall continue to pay the professional parent to hold the bed

open for the Client. The Contractor may pay the professional parents at a reduced rate for any days the Contractor is being paid the reduced absence rate for absences exceeding eight days.

3. The Contractor shall document all absences and the reason for the absences on the Contractor's daily attendance log and submit the attendance log with all billings. The Contractor shall document the name of the Division staff authorizing reimbursement for the absence, the date of authorization, and dates authorized for reimbursement.
4. The Contractor shall maintain contact with the Client and the parties responsible for the Client's care and supervision while the Client is away from the program during any day of absence for which the Contractor is receiving payment, unless the Client is "Absent Without Leave" (AWOL). Contact may be by phone or by face-to-face visits to ensure the Client's ongoing safety, adequate supervision, and treatment continuity. The Contractor shall document contacts in the Client file.
5. In the event a Client is AWOL, the Contractor shall only be paid for the first two consecutive days the Client is absent using the DHX and DIS rates. The Contractor may be reimbursed using the AHX and AIS absence codes for each day over two days, with prior written approval by the Case Manager. The AHX absence rate is reduced by the amount of the daily rate allotted for food and personal needs. The AIS absence rate is not reduced.

C. TRANSPORTATION

1. Routine Transportation: The Contractor shall provide transportation for the Client as a parent or legal guardian would. Routine transportation includes, but is not limited to, transportation to: medical, dental, and other appointments; family visits; school events; extracurricular activities; community service; team meetings; normal case activities; and court hearings. Costs for transporting Clients 60 miles or less per round trip are part of care and supervision and shall not be reimbursed separately.
2. Extended Transportation:
 - a. When the Contractor is required to transport a Client more than 60 miles round trip for family visits, court hearings or reviews, or health services, the Contractor shall receive mileage reimbursement according to the mileage rate in the DHS IRTS Rate Schedule for all miles traveled.
 - b. The Contractor shall obtain prior written approval from the Case Manager for transportation of the Client more than 60 miles round trip for any other purposes other than those listed in the previous paragraph. If the Contractor fails to obtain prior written approval from the Case Manager, the Contractor shall forfeit its claim to reimbursement.
 - c. The Contractor shall be entitled to a single reimbursement per trip regardless of the number of Clients transported. When the Contractor is required to transport

Clients only one way of an otherwise reimbursable round trip, the Contractor shall be entitled to reimbursement for the full round trip.

- d. The Contractor shall submit all requests for mileage reimbursement on a One-Time Payment Form within 90 days of the trip for which reimbursement is sought, and no later than 15 days after the end of the fiscal year. If the Contractor fails to request mileage reimbursement within this time frame, the Contractor shall forfeit its claim to reimbursement.

D. CLIENT PERSONAL NEEDS ALLOWANCE AND PERSONAL BELONGINGS

1. **Client Personal Needs Allowance:** The DHX daily rate includes an allowance for the Client's personal needs and clothing, as specified on the DHS IRTS Rate Schedule. Personal needs include items such as personal hygiene supplies, cosmetics, hair care, over-the-counter medicines, allowance, and leisure expenses such as reading materials, admission fees, or hobbies.

The Contractor shall:

- a. Expend the minimum amount listed in the DHS IRTS Rate Schedule for clothing for the Client per month from the personal needs allowance portion of the daily rate. The amount required for clothing shall be prorated when the Client is in placement only a portion of the month. Funds for clothing may be carried over into a subsequent month for purchase of higher priced items. The Contractor shall maintain receipts for clothing purchases.
- b. Maintain records documenting disbursements and expenditures for each Client.
- c. Have Client sign that they received the personal needs funds for the intended purpose. The Contractor shall have the Case Manager sign on the Client's behalf if the Client is not of sufficient age or unable to sign.
- d. Ensure the person that tracks and oversees how the personal needs funds are expended on behalf of each Client is not the same person that reconciles the Client accounts.
- e. Ensure the personal needs allowance is not used to reimburse the Contractor for damage caused by the Client.
- f. Within 30 days of the Client's discharge from the Contractor's program, reconcile the Client's personal needs account, and reimburse the Division by check for remaining personal needs funds for each Client. The check shall specify each Client's name and amount of reimbursement and shall be submitted with the Contractor's monthly billings. The Contractor shall document any amount reimbursed to the Division in the Client's record of expenditures.

The Contractor shall not give any remaining personal needs funds to the Client at the time of the Client's discharge.

2. **Client Personal Belongings:** The Contractor shall create and maintain a monthly inventory of all of each Client's belongings. Once the Client is discharged from the program, the Contractor shall return all of the Client's belongings to the Client. In the event the Client is AWOL, the Contractor shall secure the Client's belongings until the items are transferred to the Case Manager or other Division employee authorized by the Division to receive the items. The Contractor shall replace at its own expense any of the Client's belongings not properly accounted for or secured.

E. SPECIAL NEEDS PAYMENTS

The Division may periodically provide payments to the Contractor for special needs for the Client when authorized by the Case Manager and as funding permits. These special needs include, but are not limited to, an initial clothing payment if the Client enters care without sufficient clothing or a joyous season payment to assist with the purchase of holiday gifts.

SECTION V: DOCUMENTATION

A. CONTRACTOR ADMINISTRATIVE RECORDS

The Contractor shall develop and maintain written documentation to support the following:

1. General liability insurance including indemnification.
2. Current program, DHS/OL facility or program license, DSPD community living residential support facility certification, applicable DSPD service contract and business licenses.
3. Staff background screening approvals.
4. Contractor-generated annual certificates documenting families providing professional parent care meet all DHS/OL foster care license requirements.
5. DHS Provider Code of Conduct signed and placed in each individual's personnel file.
6. Staff training documentation, including training curriculum.
7. Copies of applicable individual clinician licenses.
8. If Contractor provides its own school curriculum, documentation that the school curriculum is recognized by an educational accreditation organization and will be accepted by the local school district.
9. Documentation that the clinical oversight is occurring through regular support and supervision of all professional parents by clinical staff.
10. Weekly or daily program schedules indicating routine and planned activities.

11. Staff attendance and time sheets.
12. Client daily attendance log in the placement, including the Client's:
 - a. Name;
 - b. Age;
 - c. Risk to re-offend or need level;
 - d. Status upon placement (e.g., initial placement, step-down, or other); and
 - e. Absence and reason for absence.
13. Incident reports.

B. INDIVIDUAL CLIENT RECORDS

The Contractor shall develop and maintain written documentation in each Client's file for the following:

1. IRTS Worksheet/Purchase Service Authorization.
2. Client-specific information provided by the Division.
3. Maintain and update the Home-to-Home Packet at the Client's place of residence, and when the Client is discharged, return the Home-to-Home Packet to the Case Manager.
4. Client's evaluations and assessments, Treatment Plan, Client-Centered Plan, Behavior Support Plan, Staff Instruction Sheet, Data Collection Task Analysis document, Psychotropic Medication plan (as needed); educational, vocational, employment, and/or adult living and basic life skills training plan; monthly summaries and progress toward goals.
5. Weekly schedule of planned activities developed jointly by the Client and the Contractor.
6. Record of contacts with each Client during any Client days of absence.
7. Client-specific incident reports.

C. ELECTRONIC CONTRACTOR RECORDS

1. The Contractor shall enter and keep updated the required data elements for Federal reporting on the DHS/DCFS Provider website located on the Human Services DHS/DCFS Employee website at <http://www.hsemployees.utah.gov/dcfs/provider/index.jsp>.
2. The Contractor shall enter initial data into the above website within 30 days of the Contract start date and shall update the website with any change in data within five working days of the change.

3. The Contractor shall enter required information for each professional parent home before any Clients may be placed in those locations.
4. Division Contract Monitors and/or designated staff shall provide the Contractor with written instructions for logging into and maintaining the required data.
5. For initial set up for data entry and help with entering required data elements, the Contractor may contact the SAFE Help Desk at phone number 801-538-4141 or by e-mail at safehelp@utah.gov.

D. ADDITIONAL DHS/DCFS DOCUMENTATION REQUIREMENTS FOR PROFESSIONAL PARENT HOMES

1. Cohabitation Agreement:

- a. The Contractor shall require all professional parents to sign a cohabitation declaration, provided by the DHS/DCFS regional contract specialist, prior to placement of any Clients in the professional parent home to comply with Utah Code §§ 62A-4a-602(5b), 78B-117, 78B-6-102, and 78B-6-137, and Utah Administrative Code R512-302-10.
- b. The Contractor shall require professional parents to sign a new cohabitation declaration if there is a change in marital status or living arrangement of the professional parents that will affect the prior cohabitation declaration.
- c. Each cohabitation declaration shall be kept in the Contractor's record.

2. Foster Parent Due Process:

- a. The Contractor shall inform professional parents of Foster Parent Due Process Rights in accordance with Utah Code § 62A-4a-206 and Utah Administrative Code R512-31 at the time of the professional parents' employment.
- b. For professional parents currently employed by the Contractor at the start of the Contract period, the Contractor shall document in writing that the Foster Parent Due Process Rights have been provided to all current professional parents within 90 days of the Contract start date.
- c. The Contractor shall document in writing in the Contractor's record that professional parents have received this information.

SECTION VI. SERVICE REQUIREMENTS FOR OUTPATIENT MENTAL HEALTH SERVICES

A. MEDICAID BASIC PROVISIONS

1. **Provider Compliance:** If providing outpatient mental health services, the Contractor shall comply with all requirements for providers of Medicaid outpatient mental health services, as specified in the Utah Medicaid Provider Manuals, including:

- a. Section 1, "General Information";
- b. Section 2, "Diagnostic and Rehabilitative Mental Health Services by DHS Contractors";
- c. "General Attachments"; and
- d. Any subsequent updates in the provider manuals or in Medicaid Information Bulletins.

The current version of the Medicaid Provider Manual may be accessed electronically at: <http://www.health.utah.gov/medicaid/manuals/directory.php>.

In the event the contract and Medicaid Provider manuals do not agree, the Medicaid Provider Manual requirements apply.

2. **Medicaid Enrollment and Billing:** If providing outpatient mental health services, the Contractor shall:

- a. Obtain a Medicaid provider enrollment packet from the designated DHS/DCFS or DHS/DJJS contact person and submit required enrollment documentation to Medicaid Provider Enrollment at the DOH according to instructions in the packet.
- b. Complete all requirements for its organization and individual service providers to enroll as Utah Medicaid providers for diagnostic and rehabilitative mental health services for DHS/DCFS and/or DHS/DJJS Clients, including:
 - (1) **National Plan and Provider Enumeration System (NPPES) Enrollment:** Qualified mental health providers shall enroll with both the National Plan and Provider Enumeration System (NPPES) and Medicaid.
 - (2) **National Provider Identifier (NPI):** Each licensed clinician and qualified non-licensed staff **and** the Contractor agency shall have an NPI number. <https://nppes.cms.hhs.gov/NPPES/NPIRegistryHome.do>
 - (3) **Medicaid Provider Enrollment:** Each licensed clinician and qualified non-licensed staff shall enroll separately as Medicaid providers affiliated with the Contractor. The Contractor shall submit the provider NPI and each individual's NPI as part of the provider enrollment process.
- c. Obtain written authorization from the Case Manager before services are provided, in accordance with the Division's purchase of service authorization process.
- d. Bill the DOH/Medicaid directly for discrete diagnostic and rehabilitative mental health services utilizing DHS rates for services, as specified in the DHS

Medicaid Services Rate Schedule. If the Contractor fails to bill for services at DHS rates, DHS may discontinue referring clients to the Contractor for services and/or may terminate the contract.

- e. Be reimbursed in accordance with Medicaid reimbursement rules and procedures.

3. **Medicaid Fraud and Abuse:** If providing outpatient mental health services, the Contractor shall meet requirements for *Medicaid-specific Federal Assurances*, section 6032 of the Deficit Reduction Act of 2005 (Employee Education About False Claims Recovery). The Contractor shall establish and comply with written policies that provide its employees, agents, and subcontractors with detailed information about:

- a. The False Claims Act, 31 United States Code §§3729–3733;
- b. Administrative Remedies For False Claims And Statements, 31 United States Code §§3801–3812;
- c. The Utah False Claims Act, Utah Code § 26-20-1, et seq.;
- d. The Utah Protection of Public Employees Act, Utah Code § 67-21-1, et seq.;
- e. How to report suspected fraud, waste and abuse of Medicaid funds;
- f. The whistleblower protections afforded employees that report suspected fraud, waste, and abuse of Medicaid funds in good faith; and
- g. The penalties for filing false or fraudulent claims for Medicaid payment.

The Contractor shall also include the information described above, and its policies and procedures for detecting and preventing Medicaid fraud, waste, and abuse, in its employee handbook.

4. The Contractor shall provide diagnostic and rehabilitative mental health services for Clients in Division custody or Clients who were adopted after being in Division custody who are referred for services by the Division. In addition to providing diagnostic and rehabilitative mental health services, the Contractor shall provide the following:

- a. Evidence Based Treatment: The Contractor shall provide a treatment regime that is evidence-based treatment or evidence-informed treatment that is individualized based on the Client's age, diagnosis and circumstances. This includes, but is not limited to, addressing grief, loss, trauma, and criminogenic factors affecting the Client.

The Contractor shall maintain documentation of staff training received and/or skills in the evidence based treatment for which the Client will be engaged to restore the highest possible level of function.

- b. Team and Team Meetings: As part of a clinical mental health service, the Contractor shall actively participate as a member of the Team. The Contractor shall provide rehabilitative mental health and related services in collaboration with the Client's family and the foster/professional parent family or other direct caregiver to promote stability and long-term permanence for each Client. The Contractor shall include both the Client's family and foster/professional parent

family or other direct caregiver in the Client's ongoing treatment to facilitate understanding of how to best address the Client's current and future mental health needs.

The Contractor shall participate in all of the following Team Meetings:

- (1) Contractor Initiated Team Meeting: The Contractor shall initiate a Team Meeting at any time it is deemed necessary. For example, it is appropriate to convene members of a Team Meeting in the development of the treatment plan, quarterly treatment plan review and to gather information from parents, professional parent family, teachers, childcare providers, and Case Managers for the purpose of assessing the Client as part of the Psychiatric Diagnostic Interview Examination.
- (2) Pre-Treatment Team Meeting: The Contractor shall participate in a team meeting prior to a Client beginning treatment. When that is not possible, the Contractor shall participate in a Team Meeting within 30 days of the Client beginning treatment.
- (3) Ongoing Team Meeting: The Contractor shall participate in an ongoing Team Meeting to coordinate the Client's treatment plan with the Division service plan, the Client's permanency goal, and the long-term view.
- (4) Change of Clinician/Treatment Provider Team Meeting: Prior to any change in clinician/treatment provider, unless it is an emergency situation, the Contractor shall participate in a Team Meeting to discuss reasons, solutions, and transitions that are most beneficial to the overall treatment goals and service plan for the Client.
- (5) Discharge Team Meeting: Prior to discharge, the Contractor shall participate in a Team Meeting to discuss progress, maintenance, and transitions for long-term stability of the Client.

c. Examination and Treatment Planning:

- (1) In accordance with State law, an individual provider of mental health services shall conduct a psychiatric diagnostic interview examination to assess the existence, nature, or extent of illness, injury or other health deviation for the purpose of determining the Client's need for mental health services.
- (2) If it is determined the Client needs mental health services, the individual provider of mental health services conducting the psychiatric diagnostic interview examination or the individual provider of mental health services who actually delivers the mental health services shall develop a treatment plan. The treatment plan shall reflect the Client's therapeutic needs as identified in the psychiatric diagnostic interview examination,

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and shall be coordinated with the Division Service Plan and with the Team.

- (3) The treatment plan shall be written within 30 days of the completion of an initial psychiatric diagnostic interview examination or an addendum to the examination. The treatment plan shall be designed to improve or stabilize the Client's conditions.
 - (4) Mental health services **shall not be provided and billed** until a treatment plan has been written.
 - (5) The treatment plan shall include the following:
 - (a) Measurable treatment goals developed in conjunction with the Client, family and Case Manager, including face-to-face participation of the Client in its development.
 - (b) Treatment regimen or specific treatment methods to be used to meet the measurable treatment goals.
 - (c) A projected schedule for service delivery, including the expected frequency and duration of each treatment method.
 - (d) The credentials of individuals that will furnish the services.
 - (e) Discharge criteria and, at the appropriate time, post discharge plans and coordination of related community services to ensure continuity of care with the Client's family (or others in whose care the Client will be released after discharge), school, and community.
 - (f) Signature, licensure, and date of the individual who developed the treatment plan.
 - (6) The Contractor shall bill treatment plan development as part of the psychiatric diagnostic interview examination.
 - (7) The Contractor shall provide a copy of the treatment plan to the Case Manager within 15 days of completion. The Contractor shall retain a copy of the treatment plan in the Client file.
- d. Treatment Plan Review: The Contractor shall:
- (1) Review the Client's treatment plan at least quarterly, or more often if there is a change in the Client's condition or status.

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The Division reserves the right to have an independent psychiatric diagnostic examination to determine treatment needs if the Team members disagree regarding need for a change in intensity of services.

- (2) Have face-to-face contact with the Client to complete the quarterly review of progress toward each treatment objective, appropriateness of prescribed services, and need for the Client's continued participation in the program. If the licensed mental health therapist provides ongoing services to the Client, then the treatment plan review conducted by this individual may not require an additional face-to-face contact. However, if the licensed mental health therapist who will conduct the review has had only limited or no contact with the client during the preceding quarter, and therefore, does not have sufficient clinical information to evaluate the treatment prescription, then the Client must be seen face-to-face to conduct the treatment plan review.
- (3) Review the treatment plan quarterly during a face-to-face interview with the Client to review progress toward each treatment objective. The Contractor may also participate in a Team Meeting including the Case Manager, the Client's family, and professional parents as part of the review process.
- (4) Develop an updated treatment plan as part of the treatment plan review, if the Contractor determines during a treatment plan review that the treatment plan (e.g., problems, goals, methods, etc.) needs to be modified.
- (5) Document the treatment plan review in the Client's record and shall include:
 - (a) The date, actual time, and duration of the service;
 - (b) The specific service rendered (i.e., treatment plan review);
 - (c) A written update of progress toward established treatment goals, the appropriateness of the services being furnished, and the need for the Client's continued participation in the program; and
 - (d) The signature and licensure of the individual who rendered the service.
- (6) Bill for a treatment plan review as family psychotherapy or individual psychotherapy (if there is a face-to-face interview with the Client), depending on how the treatment plan review is conducted.
- (7) Maintain a copy of the treatment review in the Client's file and shall provide a copy of the treatment review and any updated treatment plan to the Case Manager within 15 days of the end of each review period.

e. Discharge Reports: The Contractor shall:

- (1) Complete a discharge summary on each Client regardless of length of treatment.
- (2) Ensure the summary includes date of discharge, progress on treatment goals, and recommendations for future service or treatment needs.
- (3) Maintain a copy of the discharge summary in the Client's file.
- (4) Maintain a copy of the discharge report in the Client's file and shall provide a copy of the report to the Case Manager within 15 days of termination of service.

5. Telehealth:

Telehealth is the practice of mental health care delivery through interactive video communications when distance or other hardships create difficulty with consistent access to services. Telehealth occurs in real-time or near real-time. The use of Telehealth for the delivery of mental health services shall be considered a face-to-face, in-person encounter between the mental health practitioner and the Client and/or family.

a. Telehealth may only be used for delivery of the following services:

- (1) Family Psychotherapy with Client Present (90847).
- (2) Family Psychotherapy without Client Present (90846).
- (3) Pharmacological Management (90862).

b. Telehealth shall only be used when circumstances indicate that face-to-face interaction would be a hardship for the family or Client (e.g. extreme distances to the mental health practitioner's office).

c. Prior written approval by the Case Manager is required for Telehealth to be used.

d. As a condition of using Telehealth, an interactive visual telecommunications system is required that permits real-time communication between the licensed mental health practitioner and the Client or the Client's family when one of the parties is at another site. Equipment streaming at both sites is the preferred method to be used, such as Skype.

e. Telehealth equipment shall have the technological capacity and transmission speed to provide adequate resolution and audio quality for decision-making substantially equivalent to a face-to-face encounter. The Contractor shall ensure its staff involved in Telehealth visits are trained in the use of the Telehealth equipment and are competent in its operation.

- f. The following shall not be considered Telehealth:
 - (1) Telephone conversations.
 - (2) Text messaging.
 - (3) Electronic mail messaging; e.g., email or instant messaging.
 - (4) Facsimile (fax).
 - (5) Store and forward.
- g. The Contractor shall ensure that physical surroundings for all parties are private, quiet, free of any interruptions and conducive to a confidential mental health session that would normally take place in a mental health practitioner's office.
- h. When providing Telehealth services, the Contractor shall be held to the same standards of quality care and confidentiality as required by state and federal law.
- i. The Contractor shall ensure that all individuals involved in the Telehealth session identify themselves and that therapy progress notes document those in attendance.
- j. All costs associated with the Telehealth service are the responsibility of the Contractor.
- k. Telehealth services shall be reimbursed at the same rate as a standard face-to-face, in-person encounter.

B. SPECIFIC MENTAL HEALTH SERVICE STANDARDS

Psychiatric Diagnostic Interview Examination (Mental Health Assessment)
Medicaid Billing Code 90801

1. General Description of Services:

Psychiatric diagnostic interview examination evaluations (commonly called mental health assessments) should be targeted towards detecting prior and un-diagnosed/un-treated mental illness or disorders. The psychiatric diagnostic interview examinations should determine the existence, nature and extent of a mental illness or disorder for the purpose of identifying the Client's need for mental health services, if warranted, in conjunction with the safety factors that brought the Client into State custody.

2. Service Requirements:

The Contractor shall:

- a. Conduct a face-to-face interview with the Client.

- b. Collect collaborative information from parents, professional parents, schools/child care, mental/health care professionals and others as needed to determine the existence, nature and extent of a mental illness or disorder for the purpose of identifying the Client's need for mental health services.
 - c. Convene a Team Meeting with Client to gather collaborative information from Client's parents, caretakers, teachers, child care providers, and Case Managers to facilitate in the assessment of the Client for the psychiatric diagnostic interview examination.
 - d. Collect and review prior psychiatric diagnostic interview examinations, psychological testing, medical interpretations of laboratory or other medical diagnosis, and school records to develop a complete picture of the Client's mental health diagnosis and treatment needs.
 - e. Conduct or obtain information from other sources concerning a, psychosexual assessment or a Sexual Behavioral Risk Assessment as part of the psychiatric diagnostic interview examination, if it is determined that the Client has sexual behaviors that should be evaluated.
 - f. Develop an individualized treatment plan, if it is determined that the Client is in need of mental health services. Treatment shall be provided in a manner consistent with the Client's and the public's safety.
 - g. Include psychiatric diagnostic interview examination information in the formulation and development of the treatment plan.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
- a. A licensed mental health therapist.
 - b. An individual who is working within the scope of his or her certificate or license as any of the following:
 - (1) Certified psychology resident working under the supervision of a licensed psychologist;
 - (2) Certified social worker working under the supervision of a licensed clinical social worker;
 - (3) Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse;
 - (4) Certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist;

- (5) Certified professional counselor intern working under the supervision of a licensed mental health therapist; or
 - (6) A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code annotated and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.
4. **Documentation:** The Contractor shall complete a written evaluation report that contains, at a minimum, the following:
- a. Date and actual face-to-face time with the Client, including start and end time. Time may be rounded to the nearest five-minute interval for ease of recording and calculating.
 - b. Duration of the service including time for interpretation, dispersion, and reporting.
 - c. Setting in which the service was rendered.
 - d. Specific service rendered (i.e., psychiatric diagnostic interview examination).
 - e. A written history and evaluation of the Client's emotional and mental adjustment, social functioning (including social, interpersonal and communication skills), basic living skills, educational/vocational status, mental and physical health status.
 - f. Disposition, including diagnosis.
 - g. Recommended mental health treatment services, and other recommended services as appropriate.
 - h. Signature and licensure of individual who rendered the service.

Psychiatric Diagnostic Interview Examination: Interactive for Children
Medicaid Billing Code 90802

1. **General Description of Services:** Psychiatric diagnostic interview examination evaluations (commonly called mental health assessments) should be targeted towards detecting prior and un-diagnosed/un-treated mental illness or disorders. The psychiatric diagnostic interview examinations should determine the existence, nature and extent of a mental illness or disorder for the purpose of identifying the Client's need for mental health services, if warranted, in conjunction with the safety factors that brought the Client into State custody.

Interactive psychiatric diagnostic interview examination is typically furnished to children. Interactive psychiatric diagnostic interview examination may include physical devices; play equipment, language interpreter, or other mechanisms of non-verbal communication to aid in the examination.

2. **Service Requirements:** The Contractor shall:

- a. Conduct a face-to-face interview with the Client involving the use of physical aids, and non-verbal communication to overcome barriers to therapeutic intervention between the clinician and Client who has not yet developed, or has lost, either the expressive language communication skills to explain his/her symptoms and response to treatment, or the receptive communication skills to understand the clinician if he/she were to use ordinary adult language
 - b. Collect collaborative information from parents, professional parents, schools/child care, mental/health care professionals and others as needed to determine the existence, nature and extent of a mental illness or disorder for the purpose of identifying the Client's need for mental health services.
 - c. Convene a Team Meeting with Client to gather collaborative information from Client's parents, caretakers, teachers, child care providers, and Case Managers to facilitate in the assessment of the Client for the psychiatric diagnostic interview examination.
 - d. Collect and review prior psychiatric diagnostic interview examinations, psychological testing, medical interpretations of laboratory or other medical diagnosis, and school records to develop a complete picture of the Client's mental health diagnosis and treatment needs.
 - e. Conduct or obtain information from other sources concerning a, psychosexual assessment or a Sexual Behavioral Risk Assessment as part of the psychiatric diagnostic interview examination, if it is determined that the Client has sexual behaviors that should be evaluated.
 - f. Develop an individualized treatment plan, if it is determined that the Client is in need of mental health services. Treatment shall be provided in a manner consistent with the Client's and the public's safety.
 - g. Include psychiatric diagnostic interview examination information in the formulation and development of the treatment plan.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
- a. A licensed mental health therapist.
 - b. An individual who is working within the scope of his or her certificate or license as any of the following:
 - (1) Certified psychology resident working under the supervision of a licensed psychologist;
 - (2) Certified social worker working under the supervision of a licensed clinical social worker;

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- (3) Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse;
 - (4) Certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist;
 - (5) Certified professional counselor intern working under the supervision of a licensed mental health therapist; or
- c. A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code annotated and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.
4. Documentation: The Contractor shall complete a written evaluation report that contains, at a minimum, the following:
- a. Date and actual face-to-face time with the Client, including start and end time. Time may be rounded to the nearest five-minute interval for ease of recording and calculating.
 - b. Duration of the service including time for interpretation, dispersion, and reporting.
 - c. Setting in which the service was rendered.
 - d. Specific service rendered (i.e., psychiatric diagnostic interview examination).
 - e. A written history and evaluation of the Client's emotional and mental adjustment, social functioning (including social, interpersonal and communication skills), basic living skills, educational/vocational status, mental and physical health status.
 - f. Disposition, including diagnosis.
 - g. Recommended mental health treatment services, and other recommended services as appropriate.
 - h. Signature and licensure of individual who rendered the service.

Psychiatric Diagnostic Interview Examination by Physician (MD) or Advanced Practice Registered Nurse (APRN)
Medicaid Billing Code 90801

- 1. General Description of Services: The psychiatric diagnostic interview examinations should determine the existence, nature and extent of a mental illness or disorder for the purpose of identifying the Client's need for psychotropic medication treatment, if warranted. This shall only be billed to determine the need for psychotropic medication treatment.
- 2. Service Requirements: The Contractor shall:

- a. Conduct a face-to-face interview with the Client.
 - b. Collect collaborative information from parents, caregivers, schools/child care, mental/health care professionals and others as needed to determine the existence, nature and extent of a mental illness or disorder for the purpose of identifying the client's need for medication. In certain circumstances collaborative informants will be seen in lieu of the client.
 - c. Order prior psychiatric diagnostic interview examinations, psychological testing, medical interpretations of laboratory or other medical diagnosis, and school records should be conducted, as indicated, to develop a complete picture of the client's mental health diagnosis and treatment needs.
 - d. Ensure history, mental status, disposition, diagnosis will be part of the examination.
 - e. If it is determined that the Client is in need of psychotropic medication, develop an individualized medication treatment regime appropriate for the Client's diagnosis.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
- a. A licensed physician;
 - b. Licensed advanced practice registered nurse, or advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse;
4. Documentation: The Contractor shall complete a written evaluation report that contains, at a minimum, the following:
- a. Date and actual face-to-face time with the Client, including start and end time. Time may be rounded to the nearest five-minute interval for ease of recording and calculating.
 - b. Duration of the service including time for interpretation, dispersion, and reporting.
 - c. Setting in which the service was rendered.
 - d. Specific service rendered (i.e., psychiatric diagnostic interview examination).
 - e. A written history and evaluation of the Client's emotional and mental adjustment, social functioning (including social, interpersonal and communication skills), basic living skills, educational/vocational status, mental and physical health status.
 - f. Disposition, including diagnosis.
 - g. Recommended mental health treatment services, and other recommended services as appropriate.

- h. Signature and licensure of individual who rendered the service.

**Psychiatric Diagnostic Interview Examination by Physician (MD) or Advanced Practice Registered Nurse (APRN): Interactive for Children:
Medicaid Billing Code 90802**

1. **General Description of Services:** Interactive psychiatric diagnostic interview examination is typically furnished to children. Interactive psychiatric diagnostic interview examination may include physical devices; play equipment, language interpreter, or other mechanisms of non-verbal communication to aid in the examination.

A face-to-face interview with the Client involving the use of physical aids, and non-verbal communication to overcome barriers to therapeutic intervention between the clinician and Client who has not yet developed, or has lost, either the expressive language communication skills to explain his/her symptoms and response to treatment, or the receptive communication skills to understand the clinician if he/she were to use ordinary adult language.
2. **Service Requirements:** The Contractor shall:
 - a. Conduct a face-to-face interview with the Client,
 - b. Collect collaborative information from parents, caregivers, schools/child care, mental/health care professionals and others as needed to determine the existence, nature and extent of a mental illness or disorder for the purpose of identifying the client's need for medication. In certain circumstances collaborative informants will be seen in lieu of the client.
 - c. Order prior psychiatric diagnostic interview examinations, psychological testing, medical interpretations of laboratory or other medical diagnosis, and school records should be conducted, as indicated, to develop a complete picture of the client's mental health diagnosis and treatment needs.
 - d. Ensure history, mental status, disposition, diagnosis will be part of the examination.
 - e. If it is determined that the Client is in need of psychotropic medication, develop an individualized medication treatment regime appropriate for the Client's diagnosis.
3. **Contractor Qualifications:** Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
 - a. Licensed physician;
 - b. Licensed advanced practice registered nurse, or advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse;
4. **Documentation:** The Contractor shall complete a written evaluation report that contains, at a minimum, the following:

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- a. Date and actual face-to-face time with the Client, including start and end time. Time may be rounded to the nearest five-minute interval for ease of recording and calculating.
- b. Duration of the service including time for interpretation, dispersion, and reporting.
- c. Setting in which the service was rendered.
- d. Specific service rendered (i.e., psychiatric diagnostic interview examination).
- e. A written history and evaluation of the Client's emotional and mental adjustment, social functioning (including social, interpersonal and communication skills), basic living skills, educational/vocational status, mental and physical health status.
- f. Disposition, including diagnosis.
- g. Recommended mental health treatment services, and other recommended services as appropriate.
- h. Signature and licensure of individual who rendered the service.

Mental Health Assessment by a Non-Mental Health Therapist
Medicaid Billing Code H0031

1. General Description of Services: Mental health assessment by a non-mental health therapist means individuals participating as part of a multi-disciplinary team in the psychiatric diagnostic interview examination process by gathering psychosocial data when working under the supervision of a licensed mental health therapist. The individual identified as a qualified professional in the psychiatric diagnostic interview examination section must see the client face-to-face to conduct the psychiatric diagnostic interview examination.
2. Service Requirements: The Contractor shall meet with the client, client's parents and/or guardians, and client's caretakers to gather the psychosocial data for the psychiatric diagnostic interview examination process, as directed by the supervisor who is an individual identified as a qualified professional in the psychiatric diagnostic interview examination section.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
 - a. Licensed social service worker or individual working toward licensure as a social service worker;
 - b. Licensed registered nurse or individual working toward licensure as a registered nurse; or
 - c. Licensed practical nurse or individual working toward licensure as a practical nurse;
 - d. Limitation: Although an individual identified in #a- 3 above may assist in the evaluation process and participate as part of the multi-disciplinary team in the development of the treatment plan, they may not independently diagnose or prescribe treatment.
4. Documentation: The Contractor shall ensure the written evaluation includes at a minimum:
 - a. Date and actual face to face time with the client. This includes the start and end time rounded to the nearest five minute interval.
 - b. Duration of the service including time reviewing prior assessments and tests, and writing the report. Time should be rounded to the nearest five minute interval.
 - c. Setting in which the service was rendered.
 - d. Specific service rendered (i.e., mental health assessment by a Non-Mental Health Therapist).
 - e. Summary of psychosocial findings.
 - f. Signature and licensure of individual who rendered the service.
5. Limitation On Service: This service is a component of the psychiatric diagnostic interview examination. Therefore, it may only be billed if a psychiatric diagnostic interview examination

is also provided to the client.

Psychological Testing
Medicaid Billing Code 96101

1. **General Description of Services:** Psychological testing is an evaluation to determine the existence, nature and extent of a mental illness or disorder, including psychometric, diagnostic, projective, or standardized IQ tests. Clinical assessment should include psycho-diagnostic assessment of personality, psychopathology, emotionality, intellectual achievement and abilities using psychological tests appropriate to the Client's needs within interpretation and report.
2. **Service Requirements:** The Contractor shall:
 - a. Conduct a face-to-face evaluation with the Client.
 - b. Ensure the clinical assessment includes observation of the Client and psychological tests including psychometric, psycho-diagnostic assessment of personality, psychopathology, projective, emotionality, and intellectual abilities using psychological tests appropriate to the Client's needs. Examples of acceptable testing tools include Wechsler Adult Intelligence Scale (WAIS-IV), The Wechsler Intelligence Scale for Children Fourth edition (WISC-IV), Woodcock-Johnson, Rorschach, and Minnesota Multiphasic Personality Inventory-2 (MMPI).
 - c. Determine if the Client has sexual behaviors that should be evaluated. A psychosexual assessment or a Sexual Behavioral Risk Assessment shall be considered an allowable component of psychological testing.
 - d. Provide a written interpretation and report of testing results.
3. **Contractor Qualifications:** Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
 - a. Licensed psychologist; or
 - b. Certified psychology resident working under the supervision of a licensed psychologist.
4. **Documentation:** At a minimum, the evaluation report documentation shall include the following:
 - a. Date(s) and actual time(s) of testing.
 - b. Duration of the testing with the start and ending time.
 - c. Duration for interpretation of tests and writing report.
 - d. Setting in which the testing was rendered.

- e. Specific service rendered.
- f. Signature and licensure of individual who rendered the service; and
- g. Written test reports that include:
 - (1) Brief history.
 - (2) Tests administered.
 - (3) Test scores.
 - (4) Evaluation of test results.
 - (5) Current functioning of the examinee.
 - (6) Diagnoses.
 - (7) Prognosis.
 - (8) Specific treatment recommendations for mental health services and other recommended services as appropriate.

The Contractor shall retain a copy of the evaluation in the Client file and provide a written copy of the evaluation to the Case Manager within 20 days of completion of the evaluation.

Neuropsychological Testing
Medicaid Billing Code 96118

1. General Description of Services: Psychological testing is an evaluation to determine the existence, nature and extent of a mental illness or disorder, as well as, a clinical assessment of thinking, reasoning and judgment, attention, memory, visual spatial abilities, language functions, and planning, using psychological tests appropriate to the client's needs within interpretation and report.
2. Service Requirements: The Contractor shall:
 - a. Conduct a face-to-face evaluation with the client.
 - b. Use observation of the client and psychological tests appropriate to evaluation to determine the existence, nature and extent of a disorder, as well as, a clinical assessment of thinking, reasoning and judgment, attention, memory, visual spatial abilities, language functions, and planning. Tests, including Halstead –Reitan, Luria, Wechsler Adult Intelligence Scale (WAIS-IV), Delis-Kaplan Executive Function System (DKEFS), Developmental Neuropsychological Assessment NeuroPsychology evaluation (NEPSY) and other diagnostic tests based on the client's needs.
 - c. Provide a written interpretation and report of testing results.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications
 - a. Licensed psychologist; or

- b. Certified psychology resident working under the supervision of a licensed psychologist.
4. Documentation: At a minimum, the documentation shall include the following:
- a. Date(s) and actual time(s) of testing.
 - b. Duration of the testing with the start and ending time.
 - c. Duration for interpretation of tests and writing report.
 - d. Setting in which the testing was rendered.
 - e. Specific service rendered.
 - f. Signature and licensure of individual who rendered the service; and
 - g. Written test reports which include:
 - (1) Brief history
 - (2) Tests administered
 - (3) Test scores
 - (4) Evaluation of test results
 - (5) Current functioning of the examinee
 - (6) Diagnoses
 - (7) Prognosis
 - (8) Specific treatment recommendations for mental health services and other recommended services as appropriate.

The Contractor shall retain a copy of the evaluation in the DHS/DCFS/DJJS client file and provide a written copy of the evaluation to the Case Manager within 30 days of completion of the evaluation.

Developmental Testing: Extended
Medicaid Billing Code 96111

1. General Description of Services: Developmental testing is an evaluation to determine the existence, nature and extent of a disorder using developmental tests, including assessment of motor, language, social, adaptive and/or cognitive functioning by standardized developmental instruments as deemed appropriate to the Client's needs, including psychometric, diagnostic, projective tests with interpretation and report.
2. Service Requirements: The Contractor shall:
 - a. Conduct a face-to-face evaluation with the Client.
 - b. Use observation of the Client and developmental tests appropriate to evaluation to determine the existence, nature and extent of a disorder, as well as, assessment of motor,

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language, social, adaptive and/or cognitive functioning by standardized developmental instruments appropriate to the Client's needs. Examples of acceptable tests include Bayley Scales of Infant, Developmental Screening Test II, and Early Language Milestone Screen.

- c. Provide a written interpretation and report of testing results.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
- a. Licensed physician.
 - b. Licensed psychologist; or
 - c. Certified psychology resident working under the supervision of a licensed psychologist.
4. Documentation: At a minimum, the testing and report documentation shall include the following:
- a. Date(s) and actual time(s) of testing.
 - b. Duration of the testing with the start and ending time.
 - c. Duration for interpretation of tests and writing report.
 - d. Setting in which the testing was rendered.
 - e. Specific service rendered.
 - f. Signature and licensure of individual who rendered the service; and
 - g. Written test reports that include:
 - (1) Brief history.
 - (2) Tests administered.
 - (3) Test scores.
 - (4) Evaluation of test results.
 - (5) Current functioning of the examinee.
 - (6) Diagnoses.
 - (7) Prognosis.
 - (8) Specific treatment recommendations for mental health services and other recommended services as appropriate.

The Contractor shall retain a copy of the evaluation in the Client file and provide a written copy of the evaluation to the Case Manager within 30 days of completion of the evaluation.

Neurobehavioral Status Exam

Medicaid Billing Code 96116

1. General Description of Services: Evaluation to determine the existence, nature and extent of a disorder, as well as, a clinical assessment of thinking, reasoning and judgment, acquired knowledge, attention, memory, visual spatial abilities, language functions, and planning, using psychological tests appropriate to the client's needs within interpretation and report.
2. Service Requirements: The Contractor shall:
 - a. Conduct a face-to-face evaluation with the client.
 - b. Use observation of the client to evaluation to determine the existence, nature and extent of a disorder, as well as, a clinical assessment of thinking, reasoning and judgment, acquired knowledge, attention, memory, visual spatial abilities, language functions, and planning.
 - c. Provide a written interpretation and report of testing results.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service is a licensed physician.
4. Documentation: At a minimum, the documentation shall include the following:
 - a. Date(s) and actual time(s) of testing.
 - b. Duration of the testing with the start and ending time.
 - c. Duration for interpretation of tests and writing report.
 - d. Setting in which the testing was rendered.
 - e. Specific service rendered.
 - f. Signature and licensure of individual who rendered the service; and
 - g. Written test reports which include:
 - (1) Brief history
 - (2) Tests administered
 - (3) Test scores
 - (4) Evaluation of test results
 - (5) Current functioning of the examinee
 - (6) Diagnoses
 - (7) Prognosis
 - (8) Specific treatment recommendations for mental health services and other recommended services as appropriate.

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The Contractor shall retain a copy of the evaluation in the DHS/DCFS/DJJS client file and provide a written copy of the evaluation to the Case Manager within 30 days of completion of the evaluation.

Family Psychotherapy with the Client Present
Medicaid Billing Code 90847

1. General Service Description: Family psychotherapy with the Client present means using evidenced based treatment of the Client's diagnosed condition and improving the interaction between Client and the family members so that the Client and family may be restored to best functioning level.
2. Service Requirements: The Contractor shall:
 - a. Conduct Face to-face interventions with family member(s) (e.g. parent and /or foster parent) and identified client using evidenced based treatment of the client's diagnosed condition with the goal of treating the client's condition and improving the interaction between client and the family members so that the client and family may be restored to best functioning level.
 - b. Convene members of the Team Meeting may be helpful and appropriate in the development of the treatment plan or for a quarterly treatment plan review.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
 - a. A licensed mental health therapist;
 - b. An individual who is working within the scope of his or her certificate or license;
 - (1) Certified psychology resident working under the supervision of a licensed psychologist;
 - (2) Certified social worker working under the supervision of a licensed clinical social worker;
 - (3) Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse;
 - (4) Certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist;
 - (5) Certified professional counselor intern working under the supervision of a licensed mental health therapist; or
 - c. A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code Annotated,

and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.

4. Documentation: At a minimum, documentation shall include for each session:
 - a. Date and actual face to face time with the client. This includes the start and end time rounded to the nearest five minute interval.
 - b. Duration of the service.
 - c. Setting in which the service was rendered.
 - d. Individuals present in the session.
 - e. Specific service rendered.
 - f. Treatment goal(s).
 - g. Clinical note describing the client's progress toward treatment goal(s).
 - h. Signature and licensure of individual who rendered the services.

Family Psychotherapy without the Client Present
Medicaid Billing Code 90846

1. General Service Description: Family psychotherapy without the Client present means treating the Client's diagnosed condition and improving the interaction between Client and family member(s) so the Client and family may be restored to best functioning level.
2. Service Requirements: The Contractor shall conduct face-to-face interventions with family member(s) (e.g., parent or foster parent) without the Client present with the goal of treating the Client's diagnosed condition and improving the interaction between Client and the family member(s) so that the Client and family may be restored to best functioning level.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
 - a. A licensed mental health therapist;
 - b. An individual who is working within the scope of his or her certificate or license;
 - (1) certified psychology resident working under the supervision of a licensed psychologist;
 - (2) certified social worker working under the supervision of a licensed clinical social worker;

- (3) advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse;
- (4) certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist;
- (5) certified professional counselor intern working under the supervision of a licensed mental health therapist; or
- (6) A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code Annotated, and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.

4. Documentation: At a minimum documentation shall include for each session:

- a. Date and actual face to face time with the client. This includes the start and end time rounded to the nearest five minute interval.
- b. Duration of the service.
- c. Setting in which the service was rendered.
- d. Individuals present in the session.
- e. Specific service rendered.
- f. Treatment goal(s).
- g. Clinical note describing the client's progress toward treatment goal(s).
- h. Signature and licensure of individual who rendered the services.

Individual Psychotherapy
Medicaid Billing Code 90804
Medicaid Billing Code 90806
Medicaid Billing Code 90808

1. General Description of Service: Individual psychotherapy means using evidenced based treatment and interventions with an individual client based on the client's diagnosed condition. The goal is alleviating the emotional disturbance, reversing or changing maladaptive patterns of behavior, and encouraging personality growth and development so that the client may be restored to his/her best possible functional level.

2. Service Requirements: The Contractor shall:

- a. Conduct a face-to-face intervention with an individual client using evidenced based treatment for mental illness and behavioral disturbances in which the clinician establishes a professional contract with the client and through definitive therapeutic communication, attempts to alleviate the emotional disturbances, reverse or change maladaptive patterns of behavior, and encourage personality growth and development so that the client may be restored to his/her best possible functional level.
- b. Ensure services are based on measurable treatment goals identified in the client's individual treatment plan.
- c. Ensure Individual psychotherapy includes insight oriented, behavior modifying and/or supportive psychotherapy and interactive psychotherapy. Insight oriented, behavior modifying and/or supportive psychotherapy refers to the development of insight or affective understanding, the use of behavior modification techniques, the use of supportive interactions, the use of cognitive discussion of reality, or any combination of the above to provide therapeutic change.
- d. Conduct a periodic review of the client's treatment plan by an individual identified in Contractor Qualifications section which may be billed only if the treatment plan review is conducted during a face-to-face interview with the client.

3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:

- a. A licensed mental health therapist;
- b. An individual who is working within the scope of his or her certificate or license:
 - (1) Certified psychology resident working under the supervision of a licensed psychologist;
 - (2) Certified social worker working under the supervision of a licensed clinical social worker;
 - (3) Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse;
 - (4) Certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist;
 - (5) Certified professional counselor intern working under the supervision of a licensed mental health therapist; or
- c. A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code Annotated, and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.

4. Documentation: At a minimum documentation shall include for each session:
 - a. Date and actual face to face time with the client. This includes the start and end time rounded to the nearest five minute interval.
 - b. Duration of the service.
 - c. Setting in which the service was rendered.
 - e. Individuals present in the session.
 - f. Specific service rendered.
 - g. Treatment goal(s).
 - h. Clinical note describing the client's progress toward treatment goal(s).
 - i. Signature and licensure of individual who rendered the services.
5. Medicaid billing codes for individual psychotherapy are determined by session length:
 - a. **90804** – approximately 20 to 30 minute session.
 - b. **90806** – approximately 45 to 50 minute session.
 - c. **90808** – approximately 75 to 80 minute session.

Each face-to-face visit can only be charged as one session. The session length and billing code is determined based upon the actual face-to-face time. The Contractor shall round minutes to the nearest appropriate code when billing or reporting for the above psychotherapy treatment codes.

For example:

If an individual therapy session lasts 37 minutes, use the applicable procedure code with a 20-30 minute time frame.

If an individual therapy session lasts 38 minutes, use the applicable procedure code with a 45-50 minute time frame.

Any session that exceeds 80 minutes is billed as one unit of 90808.

If the service duration is less than 10 minutes, it should not be billed or reported.

Interactive Individual Psychotherapy
Medicaid Billing Code 90810
Medicaid Billing Code 90812

Medicaid Billing Code 90814

1. General Description of Service: Interactive individual psychotherapy involves the use of physical aids or devices, play equipment, language interpreter, or other mechanisms of non-verbal communication to overcome barriers to therapeutic interaction between the clinician and a Client who has not yet developed, or has lost, either the expressive language communication skills to explain his/her symptoms and response to treatment, or the receptive communication skills to understand the clinician if he/she were to use ordinary adult language for communication.

Interactive psychotherapy is face-to-face interventions with an individual client with the goal of alleviating the emotional disturbance, reversing or changing maladaptive patterns of behavior, and encouraging personality growth and development so that the client may be restored to his/her best possible functional level. Services are based on measurable treatment goals identified in the client's individual treatment plan.

2. Service Requirements: The Contractor shall:
 - a. Conduct a face-to-face interventions with an individual client using evidenced based treatment for mental illness and behavioral disturbances in which the clinician establishes a professional contract with the client and through definitive therapeutic communication, attempts to alleviate the emotional disturbances, reverse or change maladaptive patterns of behavior, and encourage personality growth and development so that the client may be restored to his/her best possible functional level.
 - b. Ensure services are based on measurable treatment goals identified in the client's individual treatment plan.
 - c. Ensure interactive individual psychotherapy includes behavior modifying and/or supportive psychotherapy and interactive psychotherapy. Behavior modifying and/or supportive psychotherapy refers to the development of insight or affective understanding, the use of behavior modification techniques, the use of supportive interactions, or any combination of the above to provide therapeutic change.
 - d. Ensure interactive psychotherapy involves the use of physical aids or devices, play equipment, language interpreter, or other mechanisms of non-verbal communication to overcome barriers to therapeutic interaction between the clinician and a client who has not yet developed, or has lost, either the expressive language communication skills to explain his/her symptoms and response to treatment, or the receptive communication skills to understand the clinician if he/she were to use ordinary adult language for communication.
 - e. Conduct a periodic review of the client's treatment plan by an individual identified in Contractor Qualifications section that may be billed only if the treatment plan review is conducted during a face-to-face interview with the client.

3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
 - a. A licensed mental health therapist;
 - b. An individual who is working within the scope of his or her certificate or license:
 - (1) Certified psychology resident working under the supervision of a licensed psychologist;
 - (2) Certified social worker working under the supervision of a licensed clinical social worker;
 - (3) Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse;
 - (4) Certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist;
 - (5) Certified professional counselor intern working under the supervision of a licensed mental health therapist; or
 - c. A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code Annotated, and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.
4. Documentation: At a minimum documentation shall include for each session:
 - a. Date and actual face to face time with the client. This includes the start and end time rounded to the nearest five minute interval.
 - b. Duration of the service.
 - c. Setting in which the service was rendered.
 - d. Individuals present in the session.
 - e. Specific service rendered.
 - f. Treatment goal(s).
 - g. Clinical note describing the client's progress toward treatment goal(s).
 - h. Signature and licensure of individual who rendered the services.
5. Medicaid Billing: Medicaid billing codes for interactive individual psychotherapy are determined by session length.

- a. **90810** – approximately 20 to 30 minute session.
- b. **90812** – approximately 45 to 50 minute session.
- c. **90814** – approximately 75 to 80 minute session.

Each face-to-face visit can only be charged as one session. The session length and billing code is determined based upon the actual face-to-face time. The Contractor shall round minutes to the nearest appropriate code when billing or reporting for the above psychotherapy treatment codes

For example:

If an individual therapy session lasts 37 minutes, use the applicable procedure code with a 20-30 minute time frame.

If an individual therapy session lasts 38 minutes, use the applicable procedure code with a 45-50 minute time frame.

Any session that exceeds 80 minutes is billed as one unit of 90808.

If the service duration is less than 10 minutes, it should not be billed or reported.

Group Psychotherapy Medicaid Billing Code 90853

1. General Description of Service: Group psychotherapy means evidenced based interventions with two or more clients in a group setting in an effort to change individual behavior, alleviate emotional disturbances, reverse or change maladaptive patterns of behavior, and encourage personality growth and development through interpersonal exchanges so that the clients may be restored to their best possible functional level.
2. Service Requirements: The Contractor shall:
 - a. Conduct a face-to-face evidenced based interventions with two or more clients in a group setting in an effort to change individual behavior, alleviate emotional disturbances, reverse or change maladaptive patterns of behavior, and encourage personality growth and development through interpersonal exchanges so that the clients may be restored to their best possible functional level.
 - b. Ensure services must be based on measurable treatment goals identified in the client's individual treatment plan.
 - c. Limited the number of clients allowed in psychotherapy groups to 16 individuals. There must be two co-therapists, who also meet qualifications for provision of this service, when the number of clients exceeds 10 clients.

- d. Conduct Interactive group psychotherapy which may involve the use of physical devices, play equipment, language interpreter, or other mechanisms or non-verbal communication as needed to facilitate treatment.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
- a. A licensed mental health therapist;
 - b. An individual who is working within the scope of his or her certificate;
 - (1) Certified psychology resident working under the supervision of a licensed psychologist;
 - (2) Certified social worker working under the supervision of a licensed clinical social worker;
 - (3) Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse;
 - (4) Certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist;
 - (5) Certified professional counselor intern working under the supervision of a licensed mental health therapist; or
 - c. A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code Annotated, and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.
4. Documentation: At a minimum documentation shall include the following for each session:
- a. Date and actual face to face time with the clients. This includes the start and end time rounded to the nearest five minute interval.
 - b. Duration of service.
 - c. Setting in which the service was rendered.
 - d. Number of clients in group psychotherapy session.
 - e. Specific service rendered.
 - f. Treatment goal(s).

- g. Monthly or per session clinical note describing the client's progress toward treatment goal(s).
- h. Signature and licensure of individual who rendered the services.

If a clinical note summarizing progress toward treatment goals is written for each group session, then a monthly progress note is not also required.

Multiple Family Group Psychotherapy
Medicaid Billing Code 90849

1. General Description of Service: Multiple-family group psychotherapy means interventions with two or more clients and their families with the goal of evaluating and treating the clients' condition(s), including the impact of the clients' condition(s) on their families, with therapy aimed at improving the interaction between the clients and their family members so that the clients may be restored to their best possible functional level.
2. Service Requirements: The Contractor shall:
 - a. Conduct a face-to-face interventions with two or more clients and their families with the goal of evaluating and treating the clients' diagnosed condition(s), including the impact of the clients' condition(s) on their families, with therapy aimed at improving the interaction between the clients and their family members so that the clients may be restored to their best possible functional level.
 - b. Provide services based on measurable treatment goals identified in the client's individual treatment plan.
 - c. Limit the number of clients allowed in psychotherapy groups to 16 individuals. There must be two co-therapists, who also meet qualifications for provision of this service, when the number of clients exceeds 10 clients.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
 - a. A licensed mental health therapist;
 - b. An individual who is working within the scope of his or her certificate or license:
 - (1) Certified psychology resident working under the supervision of a licensed psychologist;
 - (2) Certified social worker working under the supervision of a licensed clinical social worker;
 - (3) Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse;

- (4) Certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist;
 - (5) Certified professional counselor intern working under the supervision of a licensed mental health therapist; or
 - c. A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code Annotated, and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.
4. Documentation: At a minimum documentation shall include the following for each session:
- a. Date and actual face to face time with the clients. This includes the start and end time rounded to the nearest five minute interval.
 - b. Duration of service.
 - c. Setting in which the service was rendered.
 - d. Number of clients in group psychotherapy session.
 - e. Specific service rendered.
 - f. Treatment goal(s).
 - g. Monthly or per session clinical note describing the client's progress toward treatment goal(s).
 - h. Signature and licensure of individual who rendered the services.

If a clinical note summarizing progress toward treatment goals is written for each group session, then a monthly progress note is not also required.

**Group Child or Adolescent Psychosocial Rehabilitation Services
Medicaid Billing Code H2017**

1. General Description of Service: Group Child or Adolescent Psychosocial Rehabilitation Services means interventions via evidence based behavioral approaches with a group of children or adolescents in a day treatment program or other appropriate setting with the overall goal of restoring the client to his or her best possible functional level. Services are provided to individuals who require support and cueing/modeling of appropriate behavioral and fundamental life skills to maximize their skills in order to prevent need for more restrictive levels of care.
2. Service Requirements: The Contractor shall:

- a. Conduct face-to-face interventions via evidence based behavioral approaches with a group of children or adolescent in a day treatment program or other appropriate setting with the overall goal of restoring the client to his or her best possible functional level by assisting the client to:
 - (1) Eliminate or reduce symptomatology related to the client's diagnosis,
 - (2) Increase compliance with the medication regimen, as applicable,
 - (3) Avoid unnecessary psychiatric hospitalization,
 - (4) Eliminate or reduce maladaptive or hazardous behaviors and develop effective behaviors,
 - (5) Improve personal motivation and enhance self esteem,
 - (6) Develop appropriate communication, and social and interpersonal interactions, and
 - (7) Regain or enhance the basic living skills necessary for living in the least restrictive environment possible.
 - b. For child and adolescent psychosocial rehabilitation groups, a ratio of no more than 12 clients per professional staff must be maintained during the entire program.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
- a. A licensed mental health therapist;
 - b. An individual who is working within the scope of his or her certificate or license:
 - (1) Certified psychology resident working under the supervision of a licensed psychologist;
 - (2) Certified social worker working under the supervision of a licensed clinical social worker;
 - (3) Certified professional counselor working under the supervision of a licensed mental health therapist;
 - (4) Certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist;
 - (5) Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse, or

- (6) A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code Annotated and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.
- (7) Licensed registered nurse, or an individual working toward licensure as a registered nurse in accordance with supervision requirements outlined under Title 58, Utah code Annotated, or in the profession's practice act rule;
- (8) Licensed social service worker, or an individual working towards licensure as a social service worker under the supervision of a licensed mental health therapist or licensed social service worker in accordance with supervision requirements outlined under Title 58, Utah Code Annotated, or in the profession's practice act rule; or

Licensed practical nurse, an individual working toward licensure as a practical nurse, or other trained staff, working under the supervision of a licensed mental health therapist identified in Chapter 1-5 paragraph A, a licensed registered nurse, or a licensed social service worker.

4. Documentation: The Contractor will develop and maintain sufficient written documentation to support the following:

- a. Daily log documenting the date and duration of the service with the start and ending time and activities provided.
- b. Monthly summary documenting
 - (1) Individualized goal(s) from treatment plan,
 - (2) The significant and specific activities in which the client participated,
 - (3) Progress toward psychological rehabilitative services goals as a result of that participation. If more frequent summaries documenting progress toward psychological rehabilitative services goals are written, the monthly summary is not also required.
 - (4) Number of clients participating in group session.
 - (5) Signature and licensure of the individual who rendered the service.
- c. If psychological rehabilitative services goals were met during the month as a result or participation in the psychological rehabilitative services, then new individualized goals must be developed and added to the treatment plan.

5. Limitations: Group Child or Adolescent Psychosocial Rehabilitation Services do not include:

- a. Activities in which the service provider is not present and actively involved;

- b. Activities in which the service provider performs activities for the client;
- c. Personal care services such as performing grooming and personal hygiene tasks for the client;
- d. Routine supervision of clients;
- e. Meeting and counseling the client's family, legal guardians or significant others unless the services are directed exclusively to the clinical treatment of the client;
- f. Routine transportation of clients;
- g. Job training, job coaching, vocational and educational services; or
- h. Routine completion of chores in a residential setting after the skill required to complete the chore has already been acquired.

**Intensive Children's Group Psychosocial Rehabilitation Services/DCFS only:
Medicaid Billing Code H2017 with U1 modifier**

1. General Description of Service: Intensive Children's Group Psychosocial Rehabilitation Services means evidenced based rehabilitative services provided to a group of children or youth, ages zero through the month of their 13th birthday.
2. Service Requirements: The Contractor shall:
 - a. Conduct a face-to-face evidenced based interventions must be provided with a group of children in a day treatment program or other appropriate setting with the overall goal of restoring the client to his or her best possible functional level by assisting the Client to:
 - (1) Eliminate or reduce symptomatology related to the Client's diagnosis,
 - (2) Increase compliance with the medication regimen, as applicable,
 - (3) Avoid unnecessary psychiatric hospitalization,
 - (4) Eliminate or reduce maladaptive or hazardous behaviors and develop effective behaviors,
 - (5) Improve personal motivation and enhance self esteem,
 - (6) Develop appropriate communication, and social and interpersonal interactions, and
 - (7) Regain or enhance the basic living skills necessary for living in the least restrictive environment possible.

- b. Ensure a ratio of no more than five Clients per professional staff be maintained during the entire program.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
- a. Licensed physician;
 - b. Licensed psychologist;
 - c. Licensed clinical social worker;
 - d. Licensed professional counselor;
 - e. Licensed marriage and family therapist;
 - f. Licensed advanced practice registered nurse, or.
 - g. In individual who is working within the scope of his or her certificate or license in accordance with Title 58, Utah Code Annotated:
 - (1) Certified psychology resident working under the supervision of a licensed psychologist;
 - (2) Certified social worker working under the supervision of a licensed clinical social worker;
 - (3) Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse;
 - (4) Certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist;
 - (5) Certified professional counselor intern working under the supervision of a licensed mental health therapist; or
 - h. A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code Annotated, and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.
 - i. Or the following:
 - (a) Licensed substance abuse counselor.
 - (2) Individual certified or credentialed or trained staff to provide rehabilitative services to children.

- (3) Licensed practical nurse, working under the supervision of a licensed mental health therapist, a licensed certified social worker, a licensed registered nurse, a licensed social service worker, or an individual certified or credentialed to provide rehabilitative services to children.
 - j. A professional parent is not a qualified provider for this service for a Client residing in the professional parent's home.
4. Documentation: The Contractor will develop and maintain sufficient written documentation to support the following:
- a. Daily log documenting the date and duration of the service with the start and ending time and activities provided.
 - b. Monthly summary documenting
 - (1) Individualized goal(s) for treatment plan,
 - (2) The significant and specific activities in which the client participated,
 - (3) Progress toward psychological rehabilitative services goals as a result of that participation. If more frequent summaries documenting progress toward psychological rehabilitative services goals are written, the monthly summary is not also required.
 - c. Number of clients participating in group session.
 - d. Signature and licensure of the individual who rendered the service.
 - e. If psychological rehabilitative services goals were met during the month as a result or participation in the psychological rehabilitative services, then new individualized goals must be developed and added to the treatment plan.
5. Limitations: Intensive Children's Group Psychosocial Rehabilitation Services do not include:
- a. Activities in which the provider is not present and actively involved;
 - b. Activities in which the provider performs activities for the client;
 - c. Personal care services such as performing grooming and personal hygiene tasks for the client;
 - d. Routine supervision of clients;
 - e. Meeting and counseling the client's family, legal guardians or significant others unless the services are directed exclusively to the clinical treatment of the client;

- f. Routine transportation of clients;
- g. Job training, job coaching, vocational and educational services; or
- h. Routine completion of chores in a residential setting after the skill required to complete the chore has already been acquired.

Individual Skills Training and Development
Medicaid Billing Code H2014

1. General Description of Service: Individual skills training and development services means evidenced based behavioral interventions with an individual client with the overall goal of restoring the client to his or her best possible functional level. Services are provided to individuals who require support and cueing/modeling of appropriate behavioral and fundamental life skills to maximize their skills in order to prevent need for more restrictive levels of care.
2. Service Requirements: The Contractor shall:
 - a. Conduct a face-to-face evidenced based behavioral interventions with an individual client with the overall goal of restoring the client to his or her best possible functional level by assisting the client to:
 - (1) Eliminate or reduce symptomatology related to the client's diagnosis,
 - (2) Increase compliance with the medication regimen, as applicable,
 - (3) Avoid unnecessary psychiatric hospitalization,
 - (4) Eliminate or reduce maladaptive or hazardous behaviors and develop effective behaviors,
 - (5) Improve personal motivation and enhance self-esteem,
 - (6) Develop appropriate communication, and social and interpersonal interactions, and
 - (7) Regain or enhance the basic living skills necessary for living in the least restrictive environment possible.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual providing this service meets the following qualifications:
 - a. A licensed mental health therapist;
 - b. An individual who is working within the scope of his or her certificate or license:

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- (1) Certified psychology resident working under the supervision of a licensed psychologist;
 - (2) Certified social worker working under the supervision of a licensed clinical social worker;
 - (3) Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse;
 - (4) Certified marriage and family therapist intern working under the supervision of a licensed marriage and family therapist;
 - (5) Certified professional counselor intern working under the supervision of a licensed mental health therapist; or
- c. A student enrolled in a program leading to licensure as a mental health therapist, not currently licensed but exempted from licensure under Title 58, Utah Code Annotated, and because of enrollment in qualified courses, internship or practicum, under the supervision of qualified faculty.
- d. Licensed registered nurse or an individual working towards licensure as a registered nurse in accordance with supervision requirements outlined under Title 58, Utah Code Annotated or in the profession's practice act rule;
- e. Licensed social service worker, or an individual working towards licensure as a social service worker in accordance with supervision requirements outlined under Title 58, Utah Code Annotated or in the profession's practice act rule; or
- f. Licensed practical nurse, an individual working toward licensure as a practical nurse, or other trained staff, working under the supervision of a licensed mental health therapist identified in Chapter 1-5 paragraph A, a licensed registered nurse, or a licensed social service worker.

A professional parent is not a qualified provider for this service for a Client residing in the professional parent's home.

4. Documentation: The Contractor will develop and maintain sufficient written documentation to support the following:
- a. Date and actual face to face time with the client. This includes the start and end time rounded to the nearest five minute interval.
 - b. Duration of the service.
 - c. Setting in which the service was rendered.
 - d. Specific service rendered.

- e. Treatment goal(s).
- f. Note describing the client's progress toward treatment goal(s).
- g. Signature and licensure of individual who rendered the service.

5. Limitations: Individual skills training and development services **do not** include:

- a. Activities in which staff is not present and actively involved in teaching a needed skill;
- b. Activities in which staff performs tasks for the client;
- c. Personal care services, e.g., performing grooming and personal hygiene tasks for the client;
- d. Routine supervision of clients;
- e. Meeting and counseling with the client's family, legal guardian and/or significant other. Such encounters may be covered only if the services are directed exclusively to the treatment of the client;
- f. Routine transportation of the client or transportation to the site where a skills training and development service will be provided;
- g. Job training, job coaching, vocational and educational services; and
- h. Routine completion of chores or activities of daily living by the client in a residential setting after the skill required to complete the chore or daily living activity has already been acquired.

Pharmacologic Management by a Prescriber (M.D. or APRN)
Medicaid Billing Code 90862

1. General Description of Service: Pharmacologic management means a service that includes prescribing, administering, monitoring or reviewing the client's medication and medication regimen and providing appropriate information to the client and/or legal guardian regarding the medication regimen, including but not limited to safe usage. The review of the client's medications and medication regime includes dosage, effect the medication is having on the client's symptoms, and side effects, if any. The service may also include assessing and monitoring the client's other health issues that are either directly related to the behavioral health disorder or to its treatment (e.g., diabetes, cardiac and/or blood pressure issues, weight gain, etc.).
2. Service Requirements: The Contractor shall provide:
 - a. A face-to-face service to include prescribing, administering, monitoring or reviewing the client's medication and medication regimen per client's diagnosis.

- b. Appropriate information to the client and/or legal guardian regarding the medication regimen.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual(s) providing medication management services shall be one of the following:
- a. Licensed physician.
 - b. Licensed advance practice registered nurse, or advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse.
 - c. Other practitioner licensed under Utah State law to prescribe medication acting within the scope of his/her license.
4. Documentation: The Contractor will develop and maintain written documentation to support the following for each session:
- a. Medication order or copy of the prescription signed by the prescribing practitioner.
 - b. Date and actual face to face time with the client. This includes the start and end time rounded to the nearest five minute interval.
 - c. Duration of service.
 - d. Setting in which service was rendered.
 - e. Specific service rendered.
 - f. Treatment goal(s).
 - g. Written note that includes:
 - (1) the condition for which the medication is needed;
 - (2) medication(s) prescribed;
 - (3) dosage;
 - (4) results of the review;
 - (5) summary of the information provided;
 - (6) if medications are administered, documentation of the medication and the method of administration;
 - (7) if applicable, a summary of the assessment and monitoring of other health issues; and
 - (8) progress towards treatment goals or if there was no reportable progress, documentation of reasons or barriers.
 - h. Signature and licensure of individual who rendered the services.

Pharmacologic Management by a Nurse
Medicaid Billing Code 90862 with TD Modifier

1. General Description of Service: Pharmacologic management by a nurse means a service that includes reviewing/monitoring of the client's medication(s) and medication regimen, providing appropriate information to the Client and/or legal guardian regarding the medication regimen, including but not limited to safe usage; and administering as appropriate. The review of the Client's medications and medication regime includes dosage, effect the medication is having on the Client's symptoms, and side effects, if any. The service may also include assessing and monitoring the client's other health issues that are either directly related to the behavioral health disorder or to its treatment (e.g., diabetes, cardiac and/or blood pressure issues, weight gain, etc.).
2. Service Requirements: The Contractor shall provide:
 - a. A face-to-face service to include administering, monitoring or reviewing the client's medication and medication regimen per each Client's diagnosis.
 - b. Appropriate information to the Client and/or legal guardian regarding the medication regimen.
3. Contractor Qualifications: Per Utah Code § 58-60 et. seq., the Contractor shall ensure the individual(s) providing medication management services shall be one of the following:
 - a. Licensed registered nurse.
 - b. Licensed practice nurse under the supervision of a licensed physician, licensed advance practice registered nurse, or licensed registered nurse.
4. Documentation: The Contractor shall develop and maintain written documentation to support the following for each session:
 - a. Medication order or copy of the prescription signed by the prescribing practitioner.
 - b. Date and actual face to face time with the client. This includes the start and end time rounded to the nearest five minute interval.
 - c. Duration of service.
 - d. Setting in which service was rendered.
 - e. Specific service rendered.
 - f. Treatment goal(s).
 - g. Written note that includes:
 - (1) the condition for which the medication is needed;

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- (2) medication(s) prescribed;
- (3) dosage;
- (4) results of the review;
- (5) summary of the information provided;
- (6) if medications are administered, documentation of the medication and the method of administration;
- (7) if applicable, a summary of the assessment and monitoring of other health issues; and
- (8) progress towards treatment goals(or) or if there was no reportable progress, documentation of reasons or barriers.

h. Signature and licensure of individual who rendered the services.

5. Limitation: Simple dispensing of medications that does not include pharmacological management as defined above is not a covered service under Medicaid.

(Specify Service location below and delete these instructions)

Service delivery area or address/location where the services will be provided:

PART III: PERFORMANCE MEASURES AND CLIENT OUTCOMES

The Contractor shall comply with the following objective based performance requirements:

1. **Client Centered Objectives.** If a program or service covered by this Contract requires the development of client treatment plans, the treatment plans must include individualized treatment objectives that address the assessed needs of the client. The treatment plans must prescribe an integrated program of therapies, activities, and experiences to meet the client's treatment objectives and include reasonable measures to evaluate whether the client's treatment objectives are met.
2. **Internal Quality Management.** The Contractor is responsible to develop, implement, and maintain an internal quality management system that shall evaluate the Contractor's programs, and establish a system of self-correcting feedback that may be externally validated by DHS.
3. **Feedback Activities:** DHS often conducts client-satisfaction surveys to ensure that services are appropriate for the clients served. The Contractor and/or its subcontractors shall cooperate with all DHS-initiated client or customer feedback activities.

PART IV: CONTRACT TYPE AND AMOUNT, PAYMENT TERMS, AND BILLING INFORMATION

SECTION A: TYPE AND AMOUNT OF CONTRACT

This Contract is a "**Unit of Service**" (**Rate-Based**) / **Non-Fixed Amount Contract**. Payment to the Contractor shall be based on individual units of service provided by the Contractor at the service rates specified in the Tables below. DHS has not set a limit on the total amount the Contractor may receive for providing services pursuant to this Contract; however, Contractor's compensation must comply with the rates identified in this Contract.

SECTION B: PAYMENT TERMS:

1. **NON-MEDICAID SERVICES/RATE-BASED:** DHS shall make payments to the Contractor for non-Medicaid services only. Payments for non-Medicaid services shall be made only if DHS places clients with the Contractor and only if the Contractor actually provides services to the clients. Payments shall be based on the "Unit of Service" rates listed in Table 1 below.
2. **MEDICAID SERVICES/RATE-BASED:** The Contractor shall bill DOH/Medicaid directly for discrete diagnostic and rehabilitative outpatient mental health services provided using the DHS Medicaid rates specified in Table 2 below. The Contractor shall be reimbursed for the Medicaid services it provides in accordance with Medicaid reimbursement rules and procedures. Under no circumstances will DHS pay or reimburse the Contractor for Medicaid services.

If the Contractor bills for Medicaid services at rates greater than the DHS rates, DHS may require that the Contractor pay DHS the difference between the amount paid by Medicaid, and the amount allowed under this Contract, and DHS may discontinue referring clients to the Contractor for services and may terminate this Contract.

3. **UNIT OF SERVICE/WORKSHEET/RATE-BASED:** Payment to the Contractor shall be based on the payment rates negotiated with or on behalf of each Client in their individual worksheets for all worksheet services. The worksheet service rates specified in Table 1 below are the maximum rates DHS will pay for worksheet services. The Contractor's negotiated payment rate will usually be lower and vary from client to client.
4. **PAYMENT RATES:**

Payment rates for all non-worksheet services are specified in the following tables. The worksheet services are identified in Table 1 with an "*".

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Table 1
DHS Individual Residential Treatment Services Rate Schedule

DHS/DCFS Care and Supervision Services	Service Code	Unit of Service	Rate
Professional Parent One Client	DIS*	Daily	Variable, not to exceed \$279.47
Professional Parent One Client Absence Rate (Absence Code for over 8 days absence)	AIS*	Daily	Variable, not to exceed \$279.47
Community Living Residential Up to Three Clients	DIS*	Daily	Variable, not to exceed \$279.47
Community Living Residential Absence (Absence Code for over 8 days absence)	AIS*	Daily	Variable, not to exceed \$279.47
Community Living Residential Supplemental Payment	GHX*	Hourly	Variable not to exceed \$100
Basic Care and Supervision	DHX	Daily	Age 0-5 \$20 Age 6-11 \$21 Age 12+ \$22
Basic Care and Supervision Absence Rate (Absence Code for over 8 days absence)	AHX	Daily	Age 0-5 \$10 Age 6-11 \$11 Age 12+ \$12
**The Basic Care and Supervision service rates reflected above include \$2.00 per day per Client for personal needs of which a minimum of \$40.00 per month per Client shall be allotted for Client clothing.			
Rates Pertaining to Care and Supervision	Service Code	Unit of Service	Rate
Mileage Rate (For Non-Routine Miles Exceeding 60 Per Round Trip for Visitation, Medical, Court, Other as Prior Authorized)	FTP	Per Miles	\$.36

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Table 2
DHS MENTAL HEALTH SERVICES FY 11 RATE SCHEDULE:

Service	Medicaid Billing Code	Unit of Service	Rate
Psychiatric Diagnostic Interview Examination by Licensed Mental Health Therapist	90801	15 minutes	28.65
Psychiatric Diagnostic Interview Examination – Interactive, by Licensed Mental Health Therapist	90802	15 minutes	28.65
Psychiatric Diagnostic Interview Examination by MD/APRN	90801	15 minutes	\$30.94
Psychiatric Diagnostic Interview Examination – Interactive, by MD/APRN	90802	15 minutes	\$30.94
Mental Health Assessment (Psychosocial Portion) by Non-Mental Health Therapist	H0031	15 minutes	\$11.70
Psychological Testing	96101	Hour	\$114.40
Neuropsychological Testing Battery	96118	Hour	\$114.40
Developmental Testing: Extended	96111	Hour	\$114.40
Neurobehavioral Status Examination	96116	Hour	\$114.40
Individual Psychotherapy (Approximately 20 to 30 minutes face to face with Client)	90804	Session	\$46.98
Individual Psychotherapy (Approximately 45 to 50 minutes face to face with Client)	90806	Session	\$93.96
Individual Psychotherapy (Approximately 75 to 80 minutes face to face with Client)	90808	Session	\$140.94
Individual Psychotherapy – Interactive (Approximately 20 to 30 minutes face to face with Client)	90810	Session	\$46.98
Individual Psychotherapy – Interactive (Approximately 45 to 50 minutes face to face with Client)	90812	Session	\$93.96
Individual Psychotherapy – Interactive (Approximately 75 to 80 minutes face to face with Client)	90814	Session	\$140.94
Family Psychotherapy with Client Present	90847	15 minutes	\$23.49
Family Psychotherapy without Client Present	90846	15 minutes	\$23.49
Group Psychotherapy –Multi-Family	90849	15 minutes	\$5.47
Group Psychotherapy – Other Than Multi-Family	90853	15 minutes	\$5.47
Group Psychosocial Rehabilitative Services - Per Client	H2017	15 minutes	\$3.14
Group Psychosocial Rehabilitation Services - Intensive Children's Ages 0 to 12 – Per Client	H2017 with U1 modifier	15 minutes	\$3.82
Individual Skills Training and Development	H2014	15 minutes	\$12.85
Pharmacologic Management, Prescriber (MD/APRN)	90862	Encounter	\$80.45
Pharmacologic Management, Registered Nurse	90862 with TD modifier	Encounter	\$35.17

4. **BILLINGS FOR CONTRACTOR PAYMENTS:**

- a. **Medicaid Services: There will be no payment to the Contractor through this Contract for Medicaid services.** Pursuant to Medicaid and DOH requirements, all Medicaid services provided to DHS clients pursuant to this Contract (notwithstanding the client's eligibility) shall be billed directly to DOH through the Medicaid Management Information System for payment. When billing DOH for Medicaid services provided to DHS clients, the Contractor shall use the DHS Medicaid rates in Table 2 above.

DHS shall not be responsible for the payment of any Medicaid claims submitted by the Contractor and denied by DOH.
- b. **Non-Medicaid Services:** To obtain payment for non-Medicaid services provided pursuant to this Contract, the Contractor shall submit to DHS/DCFS an itemized billing for its authorized services, together with the supporting information, using the DHS 520 Billing Form. The Contractor shall bill DHS/DCFS only for actual units of service delivered or approved client absences, and shall maintain records that adequately support delivery of such services.
- c. DHS may consider any unit of service billed by the Contractor to be a questioned cost if the unit of service billed is not supported by proper documentation verifying it was actually provided in accordance with the provisions of this Contract.
- d. **"Unit of Service/Worksheet" (Rate-Based) Contract.** Payment to the Contractor shall be based on individual units of service provided by the Contractor. If DHS refers clients to the Contractor for services, and the Contractor provides services pursuant to this Contract:
 - a. DHS shall pay the Contractor based on the rates specified in the Rate Table above for all non-worksheet services; and
 - b. DHS shall pay the Contractor based on the payment rates negotiated on behalf of each client in their individual worksheets for all worksheet services. The worksheet service rates specified in the Rate Table above are the maximum rates DHS will pay for worksheet services. The Contractor's negotiated payment rate will usually be lower and vary from client to client.

5. **UNIFORM BILLING PRACTICES:** Contractor guarantees that the amounts it charges for services to Clients pursuant to this Contract shall not be higher than the amounts the Contractor charges others for comparable services.

6. **BILLING FOR FIRST AND LAST DAYS:** DHS will reimburse the Contractor for both the first and last days of service for clients in Residential Care.

7. **CLIENT ABSENCES (RESIDENTIAL CARE):** If Part II of this Contract ("Scope of Work and Special Conditions") provides that the Contractor may receive payment for client absences from a Residential Facility, the Contractor shall include appropriate information in the Client's

records (such as the reason for a Client's absence and the Client's whereabouts during that absence). In addition, if Part II of this Contract requires the Contractor to obtain written approval from DHS in order to obtain payment for a Client's absence, the Contractor shall include a copy of such approval in the client's records and billings.

Payment for client absences from a Residential Facility is prohibited in the following situations: (1) The Client has left the Contractor's facility and there is no plan to return the client to the placement and therefore no need to hold the slot; or (2) the standard rate already includes a factor for absences.

8. **BILLING PERIODS AND DEADLINES:** The Contractor shall submit all billings and claims for services rendered during a given billing period within twenty (20) days after the last date of that billing period. All final billings under this contract must be received within twenty (20) days of termination of this contract, regardless of the billing period. If the Contractor fails to meet these deadlines, DHS may deny payment for such delayed billings or claims for services.

The Contractor's billing period is Monthly.

The State Fiscal Year is from July 1 through June 30. The Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year, regardless of the termination date of this contract. DHS may delay or deny payment for services performed in a given fiscal year if it receives the Contractor's billing for those services later than July 14th of the following fiscal year.

9. **THIRD-PARTY RESOURCES:** In addition to funds received from DHS, various other sources of funding, including Medicaid and private insurance, may be available to the Contractor for services delivered pursuant to this Contract. Income from other state, federal and county programs may also be available. All sources of funding other than funding received from DHS are referred to below as "third-party resources."

- a. **Principles and Requirements:** Where third-party resources are available, the parties are bound by the following principles and requirements:
- (1) The Contractor shall not obtain duplicate recovery from DHS and third-party resources for services delivered pursuant to this Contract.
 - (2) Except as specified in subsection b. below ("Exceptions to the Foregoing Principles and Requirements"), the Contractor shall seek payment from third-party resources for services delivered pursuant to this Contract.
 - (3) Upon successful recovery of funds from third-party resources, Contractor shall reimburse DHS for the full amount of the recovery.
 - (4) If the amount of the recovery is greater than the amount that the Contractor received from DHS for the service(s) covered by the recovery, the Contractor is required to reimburse DHS only for the actual amount that the Contractor received from DHS for the service(s) covered by the recovery.

b. **Exceptions to the Foregoing Principles and Requirements:**

- (1) Medicaid Enhancement; Home and Community-Based Services. Contractor shall seek reimbursement and bill Medicaid directly if the client is eligible for Medicaid Enhancement or for Home and Community-Based Services.
- (2) Cost Reimbursement Contracts. No Incentive Amount is allowed for Cost Reimbursement Contracts. In cost reimbursement contracts, the Contractor may bill DHS for the cost of collecting from third-party resources only if the Contractor provides DHS with adequate documentation to show that the costs were necessary, reasonable and actually incurred by the Contractor. The Contractor shall maintain financial records to support such costs for auditing purposes.

10. **REDUCTION OF FUNDS:**

- a. If an order by the Legislature or the Governor, or a federal or state law reduces the amount of funding to DHS, or if the Executive Director of DHS decides to reduce the payments pursuant to this Contract, DHS may terminate this Contract or proportionately reduce the services required by this Contract and the amounts to be paid by DHS to the Contractor for such services.
- b. If the Contractor defaults in any manner in the performance of any obligation pursuant to this Contract, or if DHS determines that the Contractor is significantly underutilizing funds, DHS may, at its option, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or underutilization of funds. DHS shall give the Contractor thirty (30) days notice of any such reduction or termination. Notwithstanding the foregoing, DHS shall reimburse the Contractor in accordance with the original provisions of this Contract for all services performed before the effective date of the reduction or termination.

11. **NO IMPOSITION OF FEES:** The Contractor shall not charge clients for any services provided pursuant to this Contract, except as expressly authorized in Part II of this Contract.

PART V: COST ACCOUNTING PRINCIPLES AND FINANCIAL REPORTING REQUIREMENTS

SECTION A: DEFINITIONS

The following definitions are provided for the convenience of the Contractor and so that the Contractor may comply with the DHS reporting requirements:

1. **"AICPA"** means American Institute of Certified Public Accountants.
2. **"Audit"** means an examination that:
 - a. Analyzes the accounts of all officers of the entity having responsibility for the care, management, collection, or disbursement of moneys belonging to it or appropriated by law or otherwise acquired for its use or benefit;
 - b. Is performed in accordance with generally accepted government auditing standards ("GAGAS"); and
 - c. Conforms to the uniform classification of accounts established or approved by the state auditor or any other classification of accounts established by any federal government agency.
3. **"Audit Report"** includes:
 - a. The financial reports presented in conformity with generally accepted accounting principles ("GAAP");
 - b. The auditor's opinion on the financial reports;
 - c. A statement by the auditor expressing positive assurance of compliance with state fiscal laws identified by the state auditor;
 - d. A copy of the auditor's letter to management that identifies any material weakness in internal controls discovered by the auditor and other financial issues related to the expenditure of funds received from federal, state, or local governments to be considered by management; and
 - e. Management's response to the specific recommendations.
4. **"Compilation"** means information presented in the form of a financial report prepared in conformity with GAAP (except that a cash basis accounting method is acceptable) that is the representation of management without the accountant undertaking to express any assurances on the financial report.

5. **"Federal Clearinghouse"** means the federal clearinghouse designated in OMB Circular A-133.
6. **"Federal Funds"** is as defined in OMB Circular A-133.
7. **"Financial Reports"** include an audit, a review, a compilation, a statement of functional expenses, a balance sheet, an income statement, a statement of cash flows, or the preparer's notes to the Financial Reports.
8. **"GAAP"** means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards and procedures (set by policy boards).
9. **"GAAS"** means Generally Accepted Auditing Standards, issued by the AICPA.
10. **"GAS/GAGAS"** means Government Auditing Standards, issued by the Comptroller General of the United States (also known as "Yellow Book" standards). GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). GAGAS incorporates the generally accepted standards issued by the AICPA.
11. **"Government Funds"** means financial assistance that a contractor receives from a combination of government sources, including federal awarding agencies, state appropriations and other local governments. All of the funds paid to the Contractor pursuant to this Contract are considered "Government Funds" for purposes of determining the Contractor's financial reporting requirements.
12. **"Management Letter"** means the auditor's notes and recommendations to the Contractor's management personnel subsequent to a fiscal audit.
13. **"OMB"** means the federal Executive Office of the President, Office of Management and Budget.
14. **"OMB Circular"** means a publication issued by the OMB that sets forth federal cost accounting and auditing requirements.
15. **"Pass-Through Entity"** means an entity that receives federal funds and then passes those funds through to subrecipients.
16. **"Program-Specific Audit"** means an audit of one specific federal program, using GAGAS standards, as described in OMB Circular A-133.200(c) and A-133.235.
17. **"Questioned Costs"** means costs that are questioned by the auditor because of audit findings, including but not limited to findings:
 - a. Which result from a violation or possible violation of a provision of law, regulation, contract, grant, cooperative agreement, or other agreement or document governing the use of State or federal funds, including funds used to match federal funds;

- b. Where the costs, at the time of the audit, are not supported by adequate documentation; or
 - c. Where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.
18. **"Reporting Package"** means the auditor's package of financial reports as defined in OMB Circular A-133, and includes Financial Reports and Schedule of Expenditures of Government Funds, Summary Schedule of prior audit findings, auditor's report(s), and corrective action plan.
19. **"Review"** means performing inquiry and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial reports for them to be in conformity with generally accepted accounting principles.
20. **"Single Audit"** means an audit using GAGAS standards, as described in OMB Circular A-133.500, which includes both the Contractor's financial reports and its federal awards.
21. **"Statement of Functional Expenses"** means a breakdown of administrative expenses and expenses attributed to actual program services on a program-by-program basis.
22. **"Subrecipient"** is as defined in OMB Circular A-133.
23. **"SULCAG"** means the State of Utah Legal Compliance Audit Guide issued by the State Auditor's Office.
24. **"Summary Schedule"** means a summary listing of all Audit Findings reported in the prior annual audit, and includes the Summary Schedule reported in the prior annual audit, except Audit Findings listed as corrected.

SECTION B: COST PRINCIPLES AND ACCOUNTING REQUIREMENTS

1. **APPLICABLE COST PRINCIPLES:** The Contractor shall comply with the federal cost accounting principles applicable to the Contractor's type of business organization regardless of the source of contract funding. Federal cost accounting principles determine allowable costs in DHS contracts as described in circulars published by the OMB, including, but not limited to, OMB Circulars A-87 and A-122. 'For-profit' organizations are required to follow the federal cost accounting principles for 'non-profit' organizations. The Contractor shall also comply with established DHS cost accounting principles. A link to the DHS cost accounting principles may be found at:

http://www.hsofo.utah.gov/services_contract_info.htm

2. **CONTRACTOR'S COST ACCOUNTING SYSTEM:** Contractor shall maintain a financial and cost accounting system in accordance with GAAP, issued by the AICPA; or

"Governmental GAAP," issued by the United States Governmental Accounting Standards Board. At a minimum, the Contractor's accounting system shall provide for a General Ledger, and cost accounting records adequate to assure that costs incurred pursuant to this Contract are reasonable, allowable, allocable to Contract objectives, and separate from costs associated with other business activities of the Contractor.

3. **REQUIRED DOCUMENTATION:** The Contractor shall ensure that all program expenditures and revenues are supported by reasonable documentation, as required by Federal, State and DHS Cost Principles including but not limited to itemized vouchers, invoices, receipts and timesheets. The Contractor shall store and file required documentation in a systematic and consistent manner. Contractor shall maintain all such documentation until six years after all audits initiated by federal and state auditors are completed, or for six years from the date of termination of this Contract, whichever is longer. **This provision shall survive the termination of this Contract.**

SECTION C: FINANCIAL REPORTING REQUIREMENTS

1. **REPORTING REQUIREMENTS** The Contractor shall comply with the reporting requirements outlined in Tables 1 and 2 below and as follows:
 - a. **Type of Financial Report Required.** Whether or not the Contractor is required to obtain and submit an annual audit or other financial report is determined by the Contractor's entity type and the amount and source of its funds, revenues and/or expenditures during a given year.
 - b. **Contractor with Financial Reporting Requirements.** If the Contractor has financial reporting requirements, it shall separately identify the total amount of revenue received from government funds from all other sources of revenue identified in their financial reports. If the Contractor's financial reporting requirements are based upon the amount of funding received from DHS, the Contractor shall also separately identify the amount of funding received from DHS.
 - c. **Compliance with Applicable Federal and State Requirements.** The Contractor shall comply with all applicable federal and state laws and requirements regarding financial reporting set forth in:
 - (1) OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations", published by the federal government;
 - (2) Utah Code § 51-2a-101 *et. seq.*; and
 - (3) The SULCAG issued by the State Auditor's Office.

A summary of these reporting requirements is provided in Table 1 below.

- d. **Additional State Audit Requirements for Local Mental Health and Local Substance Abuse Authorities.** Pursuant to Utah Code § 62A-15-110 as amended, if

the Contractor is a Local Mental Health or Local Substance Abuse Authority, the Contractor shall also:

- (1) Ensure that audits of the Contractor and its subcontractor's programs and services are conducted by an independent auditor pursuant to Title 51, Chapter 2a of the Utah Code, "Accounting Reports from Political Subdivisions, Interlocal Organizations and Other Local Entities Act".
 - (2) Comply with guidelines and procedures prescribed by DHS in accordance with those formulated by the state auditor pursuant to Utah Code § 67-3-1, for auditing the compensation and expenses of officers, directors, and specified employees of the Contractor's subcontractor to assure no personal benefit is being gained from travel and other expenses.
 - (3) Allow DHS to prescribe specific items to be addressed by the Contractor and/or its subcontractor's audit based on particular needs and concerns DHS has about the Contractor or its subcontractor.
 - (4) Invite all funding partners to the Contractor's and its subcontractor's pre- and exit audit conferences.
 - (5) Ensure that each member of the Contractor annually certifies that the member has received and reviewed the independent audit and has participated in a formal interview with the executive officers of the Contractor's subcontractor.
 - (6) Ensure all audit reports by state or county persons or entities concerning the Contractor or its subcontractor shall be provided to the executive director of DHS, the Contractor, and members of the subcontractor's governing board.
- e. **Compliance with Applicable DHS Financial Reporting Requirements:** The Contractor shall comply with all applicable DHS financial reporting requirements of this Contract as set forth in Table 2 below.

2. **SUBMISSION OF REQUIRED FINANCIAL REPORTS:**

- a. **Filing Deadlines:** Where the Contractor is required to submit federal and State financial reports, the Contractor shall be bound by the submission deadlines stated in OMB Circular A-133 and Utah Code § 51-2a-101 *et. seq.*

Where the Contractor is required to submit financial reports to DHS pursuant to this Contract, the Contractor shall be bound by the applicable submission deadline stated in Table 2 below.

- b. **Extensions:** If the Contractor needs an extension to file any federal reports, the Contractor must contact the Federal Clearinghouse or federal awarding agencies. If the Contractor needs an extension to file any State reports, the Contractor must contact the State Auditor's Office.

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If the Contractor needs an extension to file any report with DHS, the Contractor may request an extension by contacting the BCM Financial Analyst at the address identified in the paragraph below. Requests for extensions shall be in writing and include the reasons for the request. It is the BCM Financial Analyst's sole discretion to grant or deny the request.

- c. Addresses: The Contractor shall submit all required federal and State financial reports to the entities identified in the applicable law. Where the Contractor is required to submit financial reports to DHS, the Contractor shall send the required reports to the address below:

Department of Human Services
Bureau of Contract Management
Attention: Financial Analyst
195 North 1950 West
Salt Lake City, UT 84116

Table 1: Federal and State Annual Financial Reporting Requirements

FEDERAL REPORTING REQUIREMENTS (OMB Circular A-133)		UTAH STATE REPORTING REQUIREMENTS (Utah Code § 51-2a-101 et. seq.)	
<u>TYPE OF ENTITY</u> Government Entity OR Non-Profit Subrecipient	<u>SUBMISSION DEADLINE</u>	<u>TYPE OF ENTITY</u> Government Entity OR Non-Profit Organization that Receives 50% OR MORE of Its Funding from Government Funds ¹	<u>SUBMISSION DEADLINE</u>
\$500,000 OR MORE expended in federal funds: Single Audit or Program Specific Audit, using GAGAS standards (OMB Circular A-133.200, A-133.235, and A-133.500) AND the following financial reports: 1. <u>Data Collection Form</u> , as described in OMB Circular A-133.320 (a), (b) and (d), -- to Federal Clearinghouse. 2. <u>Reporting Package</u> -- to: (a) Federal Clearinghouse; and (b) Each federal awarding agency - if audit disclosed Audit Findings or reported the status of any Audit Findings in the Summary Schedule. (OMB Circular A-133.320 (c) and (d)) 3. <u>Submission by Subrecipients:</u> (a) "Reporting Package" to each Pass-Through Entity when Audit Findings were disclosed relating to federal awards; (b) "Written Notification" to each Pass-Through Entity when no Audit Findings were disclosed and a Reporting Package was not required. (OMB Circular A-133.320(e)(1) and (e)(2))	Thirty (30) days after the Contractor receives the auditor's reports, or nine months after the end of the fiscal year audited, whichever occurs first.	\$500,000 OR MORE expended in federal funds: 1. Copy of the entire <u>Single Audit or Program Specific Audit</u> . 2. The auditor's management letter, if the Single Audit or Program Audit report disclosed any Audit Findings.	Within six (6) months after the end of the Contractor's fiscal year.
		LESS THAN \$500,000 expended in federal funds, but \$350,000 OR MORE in total revenues or expenditures: 1. CPA Audit performed in accordance with GAGAS. 2. The auditor's management letter, if the GAGAS report disclosed any Audit Findings.	
		LESS THAN \$350,000, but \$200,000 OR MORE in total revenues or expenditures: Unaudited CPA Review.	
		LESS THAN \$200,000 but \$100,000 OR MORE in total revenues or expenditures: Unaudited CPA Compilation.	
LESS THAN \$500,000 expended in federal funds: No audit required but records must be available for review or audit per OMB Circular A-133.200(d).		LESS THAN \$100,000 in total revenues or expenditures: Financial information on the form approved by the State Auditor.	

¹ There are **no** reporting or auditing **requirements** to the State Auditor's Office for Non-Profit Organizations that receive **Less Than 50%** of their total funding from Government Funds, regardless of the amount of funding.

Table 2: DHS Annual Financial Reporting Requirements

TYPE OF ENTITY ²				SUBMISSION DEADLINES
Government Entities and Non-Profit Subrecipients with \$500,000 OR MORE Expended in Federal Funds	Government Entity OR Non-Profit Organization that Receives 50% OR MORE of Its Total Funding from Government Funds	Non-Profit Organization that receives LESS THAN 50% of Its Total Funding from Government Funds OR For-Profit Organization	Foreign Organization	
<p>A copy of the entire Single Audit or Program Specific Audit prepared to meet the Contractor's federal reporting requirement <u>including</u>:</p> <p>a. The <u>Reporting Package</u> - if audit disclosed Audit Findings or reported the status of any prior Audit Findings in the Summary Schedule;</p> <p>b. The auditor's <u>Management Letter</u> if one was issued; and</p> <p>c. For Non-profit Subrecipients, the <u>Statement of Functional Expenses</u>.</p>	<p>A copy of the entire report prepared to meet the Contractor's Utah State reporting requirements and:</p> <p>a. The auditor's <u>Management Letter</u> if one was issued; and</p> <p>b. A <u>Statement of Functional Expenses</u>.</p>	<p>\$350,000 or MORE received from DHS:</p> <p>1. A CPA Audit performed in accordance with GAGAS.</p> <p>2. The auditor's <u>Management Letter</u>, if the audit report disclosed any Audit Findings.</p> <p>3. Statement of Functional Expenses.</p>	<p>1. The financial reports of foreign organizations (organizations located outside the State of Utah) shall be accepted as prepared to meet its federal and/or domestic state financial reporting requirements.</p> <p>2. If the foreign organization has a local subsidiary, division, or unit in the State of Utah, the organization shall also submit a <u>Statement of Functional Expenses</u> for the local subsidiary, division or unit in addition to the parent organization's financial report.</p>	<p>The deadline for submission of the Single Audit or Program Specific Audit when required is thirty (30) days after Contractor receives the auditor's reports, or nine (9) months after end of fiscal year audited, whichever occurs first.</p> <p>The submission deadline for all other types of financial reports, including other types of audits, is within six (6) months after the end of Contractor's fiscal year.</p>
		<p>LESS THAN \$350,000 but \$200,000 OR MORE received from DHS:</p> <p>An unaudited CPA Review, including a Statement of Functional Expenses.</p>		
		<p>LESS THAN \$200,000 but \$100,000 OR MORE received from DHS:</p> <p>An unaudited CPA Compilation, including a Statement of Functional Expenses.</p>		
		<p>LESS THAN \$100,000 but \$25,000 OR MORE received from DHS:</p> <p>A basic Financial Report with a balance sheet and an income/expense statement.</p>		
		<p>LESS THAN \$25,000 received from DHS:</p> <p>No Requirements.</p>		

² There are **no** financial reporting requirements to DHS for Sole Proprietors, Limited Liability Company (LLC) Sole Proprietors, or LLC Husband and Wife Partnerships.

PART VI: COMMONLY APPLICABLE LAWS

SECTION A: COMPLIANCE WITH ADMINISTRATIVE GRANTS

The Contractor is bound by federal law, which establishes fiscal and administrative rules applicable to entities that receive federal grants. These rules are published in OMB Circular A-110 and in the OMB Common Rule, which is codified in 45 C.F.R. Part 92 (1999) and 45 C.F.R. Part 74.

SECTION B: COMPLIANCE WITH STATE AND FEDERAL LAWS

The Contractor is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. When the Contractor receives state or federal funds pursuant to this Contract, certain state and federal requirements also apply. The Contractor shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract and are required by the amount of state and federal funds involved in this Contract.

Table 3, "Federal and State Laws," is a reference guide to various laws and requirements. The information contained in this table is not exhaustive and the Contractor shall seek independent legal advice.

Table 3: FEDERAL AND STATE LAWS

Description of Act	Applicable Federal Law	Applicable State Law
Discrimination and Employment Related Laws		
Age Discrimination Act of 1975	42 U.S.C. §§ 6101-6107; 45 C.F.R. Part 91	
Americans with Disabilities Act	42 U.S.C. § 12101 <i>et seq.</i> ; 28 C.F.R. Part 35, Part 39	
Civil Rights Act of 1964 as amended, Title VI	45 C.F.R. Part 80 42 U.S.C. § 2000d <i>et seq.</i>	
Civil Rights Act of 1964, Title VII	42 U.S.C. § 2000e <i>et seq.</i>	
Contract Work Hours and Safety Standards Act	40 U.S.C. §§ 3701-3704; 29 C.F.R. Part 5	
Copeland Anti-Kickback Act	45 C.F.R. 2543.82, 18 U.S.C. § 874, 29 C.F.R. Part 3	
Davis-Bacon Act	40 U.S.C. § 3142; 29 C.F.R. Part 5	
Drug-Free Workplace Requirements	41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988	Utah Code § 34-41-101 <i>et seq.</i> ; Utah Code § 34-38-1 <i>et seq.</i> ; Utah Code § 67-19-36 <i>et seq.</i> ; Utah Administrative Code, R477-14-1 <i>et seq.</i>
Education Amendments of 1972, Title IX	20 U.S.C. § 1681 <i>et seq.</i> ; 45 C.F.R. Part 86	
Employment Eligibility Verification	8 U.S.C. § 1324a	
Equal Employment Opportunity	Exec. Order No. 11246 (1965), as amended by Exec. Order No. 11375; 41 C.F.R. Part 60	
Equal Pay Act	29 U.S.C. § 206(d)	

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Description of Act	Applicable Federal Law	Applicable State Law
Fair Labor Standards Act	29 U.S.C. § 201 <i>et seq.</i>	
Immigration Control and Reform Act	8 U.S.C. § 1324	
Identity Documents and Verification		Utah Code § 63G-11-103, <i>et seq.</i>
Protection and Advocacy for Individuals with Mental Illness Act	42 U.S.C. § 10801 <i>et seq.</i>	
Public Health Service Act, Section 522	45 C.F.R. Part 84.53	
Public Health Service Act, Section 526	45 C.F.R. Part 84.53	
Rehabilitation Act of 1973, as amended, Section 504	29 U.S.C. § 794; 45 C.F.R. Part 84	
Utah Antidiscrimination Act -- (Includes the prohibition of unlawful harassment)		Utah Code § 34A-5-101, <i>et seq.</i> (See also Utah Executive Order March 17, 1993, which prohibits sexual harassment of state employees and employees of public and higher education)
Utah Civil Rights Act		Utah Code § 13-7-1 <i>et seq.</i>
Utah Occupational Safety and Health Act		Utah Code § 34A-6-101, <i>et seq.</i>
Property Laws		
Energy Policy and Conservation Act	42 U.S.C. § 6322	
Federal Clean Air Act	42 U.S.C. § 7401 <i>et seq.</i>	
Federal Water Pollution Control Act	33 U.S.C. § 1251 <i>et seq.</i>	
Flood Disaster Act of 1973 and other flood hazard provisions	42 U.S.C. § 4106	
National Environmental Policy Act of 1969 ("NEPA")	42 U.S.C. § 4321 <i>et seq.</i> ; 40 C.F.R. Part 1500 <i>et seq.</i>	
National Historic Preservation Act ("NHPA") of 1966	16 U.S.C. § 470, <i>et seq.</i> ; 36 C.F.R. Part 800, <i>et seq.</i>	
Pro-Children Act of 1994	20 U.S.C. § 6081, <i>et seq.</i>	
Utah Clean Air Act		Utah Code § 26-38-1, <i>et seq.</i>
Medicaid and Utah False Claims Reporting Laws		
Civil False Claims Act	31 U.S.C. § 3729-3733 and Chapter 38	
Deficit Reduction Act of 2005	Public L. 109-171 (2006)	
Utah False Claims Act		Utah Code § 26-20-1 <i>et seq.</i>
Utah Protection of Public Employees Act		Utah Code § 67-21-1 <i>et seq.</i>
Miscellaneous Laws		
Abuse Reporting Requirements		Utah Code § 62A-4a-403; Utah Code § 62A-3-305.
Byrd Anti Lobbying Amendment	31 U.S.C. § 1352; 45 C.F.R. Part 93	
Debarment and Suspension	45 C.F.R. Part 76; Exec. Order No. 12549; Exec. Order No. 12689	
Ethics Acts		Utah Code § 67-16-7(2) and § 10-3-1301 <i>et seq.</i>

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Description of Act	Applicable Federal Law	Applicable State Law
Government Records Access and Management Act (GRAMA),		Utah Code § 63G-2-101 <i>et. seq.</i>
Hatch Act	5 U.S.C. § 1501, <i>et seq.</i>	Utah Code § 67-19-19
Health Insurance Portability and Accountability Act of 1996 (HIPAA)	45 C.F.R. Parts 160, 162, and 164	
Public Health Service Act, Section 474(a), Protection of Human Subjects	42 U.S.C. § 2899; 45 C.F.R. Part 46; 21 C.F.R. 50 & 21 C.F.R. 56	
Substance Abuse and Mental Health confidentiality of substance abuse and mental health records	42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a	
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government	45 C.F.R. § 92.36	
Governmental Immunity Act of Utah		Utah Code § 63G-7-101 <i>et. seq.</i>
Utah Human Services Code		Utah Code Title 62A

PART VII: JURISDICTION, COPYRIGHT, AND OTHER GENERAL PROVISIONS

1. **CONTRACT JURISDICTION:** The provisions of this Contract shall be governed and interpreted according to the laws of the State of Utah and venue shall be in the Third District Court of Salt Lake County.
2. **SEVERABILITY CLAUSE:** A final determination that any provision of this Contract is illegal or void shall not affect the legality or enforceability of any other provision of this Contract.
3. **COPYRIGHT:**

Except as otherwise expressly provided in this Contract, DHS owns the copyright for all materials developed by the Contractor for DHS. If the Contractor develops any materials for its own use in connection with this Contract, and if such materials are not required by this Contract or requested by DHS as part of the Contractor's performance, the Contractor may use those materials free of charge, and without obtaining prior permission.

The Contractor is not entitled to use information generated in connection with this Contract for any purpose, including scholarly publications or research purposes, without the prior written approval of the DHS IRB.

Revision Date: October 2010

4. **AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Contract on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Contract.
5. **CONTRACTOR HAS NOT ALTERED THIS CONTRACT:** By signing this Contract, the Contractor represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Contract, and that this Contract contains exactly the same provisions that appeared in this document and its exhibits when DHS originally sent it to the Contractor.

IN WITNESS WHEREOF, the parties executed this Contract:

CONTRACTOR

By: _____
Type or Print Name: _____
Title/Position: _____
Date: _____

DHS

By: _____
Brent Platt, Director
Division of Child and Family Services
Date: _____

APPROVED AS TO PROCUREMENT

By: _____
DHS Purchasing Agent
DHS Bureau of Contract Management
Date: _____